STATE OF MONTANA
REQUEST FOR PROPOSAL (RFP)
FOR INFORMATION TECHNOLOGY

RFP Number:	RFP Title:
RFP06-1203O	DW/SIS/SERIMS

RFP Response Due Date and Time:	Number of Pages: 72
January 10, 2006 2 p.m., Local Time	

ISSUING AGENCY INFORMATION

Procurement Officer:	Issue Date:
ROBERT OLIVER	November 16, 2005

State Procurement Bureau General Services Division Department of Administration Room 165, Mitchell Building 125 North Roberts Street P.O. Box 200135 Helena, MT 59620-0135	Phone: (406) 444-2575 Fax: (406) 444-2529 TTY Users, Dial 711 Website: http://www.mt.gov/doa/gsd

INSTRUCTIONS TO OFFERORS

Return Proposal to:	Mark Face of Envelope/Package:
State Procurement Bureau General Services Division Department of Administration Room 165, Mitchell Building 125 North Roberts Street P.O. Box 200135 Helena, MT 59620-0135	RFP Number: RFP06-1203O RFP Response Due Date: January 10, 2006
	Special Instructions: N/A

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:	Authorized Offeror Signatory: (Please print name and sign in ink)
Offeror Phone Number:	Offeror FAX Number:
Offeror E-mail Address:	

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

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OFFEROR'S RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the State of Montana

1. _____ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).

2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.

3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the State of any ambiguities, inconsistencies, or errors in the RFP.

4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP are posted on the State's website and will include all questions asked and answered concerning the RFP.

5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the State or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State. The proposals are evaluated based solely on the information and materials provided in your response.

7. _____ **Use the forms provided**, i.e., cover page, sample budget form, certification forms, etc.

8. _____ **Check the State's website for RFP addenda.** Before submitting your response, check the State's website at http://www.mt.gov/doa/gsd/osbs/default.asp to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.

9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluator/evaluation committee members and will be used to score your response.

10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are ***never*** accepted.

This checklist is provided for assistance only and should not be submitted with Offeror's Response.

SCHEDULE OF EVENTS

EVENT	DATE
RFP Issue Date	**November 16, 2005**
Deadline for Receipt of Written Questions	**December 1, 2005**
Deadline for Posting of Written Responses to the State's Website	**December 8, 2005**
RFP Response Due Date	**January 10, 2006**
Notification of Offeror Interviews/Product Demonstrations	**TBA**
Offeror Interviews/Product Demonstrations	**TBA**
Intended Date for Contract Award	**March 8, 2006**

The following are key data collection points with regard to the SEA collections of student information data. It is the SEA's intention to use the Student Information System and Data Warehouse to register students for testing in January 2007. However, if the system is operational and can be used sooner to support earlier collections of data such as the Special Education Child Count or Enrollment, the SEA would like to begin using the system for those collections.

Fall Enrollment Count	**October 2, 2006**
Special Education Child Count	**December 1, 2006**
Registration of Students for Statewide Assessment	**January 2, 2007**
Spring Enrollment Count	**February 1, 2007**
Testing Cycle Enrollment	**March 20, 2007**
SERIMS Online and Operational	**April 30, 2007**

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The STATE OF MONTANA, Office of Public Instruction (hereinafter referred to as "the State") is seeking a Contractor to provide a state-level Data Warehouse (DW), Student Information System (SIS), and Special Education Records Information Management System (SERIMS) that will be accessible to the State Education Agency (SEA) and all Local Education Agencies (LEAs) within the State of Montana via the Internet without the need for installing any special software or hardware. A more complete description of the supplies and/or services sought for this project is provided in Section 3, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 CONTRACT TERM

The contract term is for a period of one year beginning March 8, 2006 and ending June 30, 2007. Renewals of the contract, by mutual agreement of both parties, may be made at two year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of six years, at the option of the State.

1.2 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an Offeror is selected and the selection is announced by the procurement officer, **Offerors are not allowed to communicate with any state staff or officials regarding this procurement, except at the direction of Robert Oliver**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: Robert Oliver
Address: State Procurement Bureau
Room 165, Mitchell Building
125 North Roberts
PO Box 200135
Helena MT 59620-0135
Telephone Number: (406) 444-0110
Fax Number: (406) 444-2529
E-mail Address: roliver@mt.gov

1.3 REQUIRED REVIEW

1.3.1 Review RFP. Offerors should carefully review the instructions, mandatory requirements, specifications, standard terms and conditions, and contract set out in this RFP and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the Offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries set forth below. The State will make any final determination of changes to the RFP.

1.3.2 Form of Questions. Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the procurement officer referenced above on or before **December 1, 2005**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.3.3 State's Response. The State will provide an official written response by **December 8, 2005** to all questions received by **December 1, 2005**. The State's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the State. Any formal written addendum will be posted on the State's website alongside the posting of the RFP at http://www.mt.gov/doa/gsd/osbs/default.asp by the close of business on the date listed. **Offerors must sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

1.4 GENERAL REQUIREMENTS

1.4.1 Acceptance of Standard Terms and Conditions/Contract. By submitting a response to this RFP, Offeror agrees to acceptance of the standard terms and conditions and contract as set out in Appendices A and B of this RFP. Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law. Requests for additions or exceptions to the standard terms and conditions, contract terms, including any necessary licenses, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions and must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the Offeror's ability to respond to the RFP or perform the contract. The State reserves the right to address non-material requests for exceptions with the highest scoring Offeror during contract negotiation. Any material exceptions requested and granted to the standard terms and conditions and contract language will be addressed in any formal written addendum issued for this RFP and will apply to all Offerors submitting a response to this RFP. The State will make any final determination of changes to the standard terms and conditions and/or contract.

1.4.2 Resulting Contract. This RFP and any addenda, the Offeror's RFP response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The State's contract, attached as Appendix B, contains the contract terms and conditions which will form the basis of any contract between the State and the highest scoring Offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the State, will govern in the same order of precedence as listed in the contract.

1.4.3 Mandatory Requirements. To be eligible for consideration, an Offeror ***must*** meet the intent of all mandatory requirements. The State will determine whether an Offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.4.4 Understanding of Specifications and Requirements. By submitting a response to this RFP, Offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.4.5 Prime Contractor/SubContractors. The highest scoring Offeror will be the prime Contractor if a contract is awarded and shall be responsible, in total, for all work of any subContractors. All subContractors, if any, must be listed in the proposal. The State reserves the right to approve all subContractors. The Contractor shall be responsible to the State for the acts and omissions of all subContractors or agents and of persons directly or indirectly employed by such subContractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subContractor and the State.

1.4.6 Offeror's Signature. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The Offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.4.7 Offer in Effect for 120 Days. A proposal may not be modified, withdrawn or canceled by the Offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and Offeror so agrees in submitting the proposal.

1.5 SUBMITTING A PROPOSAL

1.5.1 Organization of Proposal. Offerors must organize their proposal into sections that follow the format of this RFP, with tabs separating each section. A point-by-point response to all numbered sections, subsections, and appendices is required. If no explanation or clarification is required in the Offeror's response to a specific subsection, the Offeror shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following statement:

"(Offeror's Name)" understands and will comply.

1.5.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. The State may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.5.3 Multiple Proposals. Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.5.4 Copies Required and Deadline for Receipt of Proposals. Offerors must submit **one original proposal and nine copies** to the State Procurement Bureau. In addition, Offerors must submit one electronic copy of the proposal, preferably in PDF format, on compact disk. Offerors unable to provide an electronic copy of the proposal in PDF format must provide it in Word or text format. **PROPOSALS MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE** to clearly indicate that they are in response to RFP06-1203O. ***Proposals must be received at the receptionist's desk of the State Procurement Bureau prior to 2 p.m., local time, January 10, 2006. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.***

1.5.5 Late Proposals. ***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the Offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.

1.6 COST OF PREPARING A PROPOSAL

1.6.1 State Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the Offeror. The State is not liable for any expense incurred by the Offeror in the preparation and presentation of their proposal or any other costs incurred by the Offeror prior to execution of a contract.

1.6.2 All Timely Submitted Materials Become State Property. All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and Offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of section 18-4-304, MCA (Montana Code Annotated) and ARM 2.5.602 (Administrative Rules of Montana). The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

2.1 OFFEROR COMPETITION

The State encourages free and open competition among Offerors. Whenever possible, the State will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.2.1 Public Information. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of proposals has passed with the following three exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the State; and (3) other constitutional protections. See Mont. Code Ann. § 18-4-304.

2.2.2 Procurement Officer Review of Proposals. Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from an Offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the General Services Division's website at: http://www.mt.gov/doa/gsd/procurement/forms.asp or by calling (406) 444-2575.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive. All proposals will initially be classified as either "responsive" or "nonresponsive," in accordance with ARM 2.5.602. Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

2.3.2 Determination of Responsibility. The procurement officer will determine whether an Offeror has met the standards of responsibility in accordance with ARM 2.5.407. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of nonresponsibility. If an Offeror is found nonresponsible, the determination must be in writing, made a part of the procurement file and mailed to the affected Offeror.

2.3.3 Evaluation of Proposals. An evaluator/evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring Offeror or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring Offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the State may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the State. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

2.3.4 Completeness of Proposals. Selection and award will be based on the Offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

2.3.5 Achieve Passing Score. The top five Offerors who achieve all of the following:

- Pass all Pass/Fail items in Section 6
- Achieve 70% (280 points) or higher in each of sections 6.1.3, G. H. and I.
- Achieve 70% (1,925 points) or higher for a total of sections 6.1.1 through 6.1.4

will be invited to participate in a product demonstration and/or interview in Helena, Montana at the Offeror's expense. Those Offerors not in the top five will no longer be considered for award. Specific details for the product demonstration/interview and evaluation criteria will be provided once the finalists have been selected.

2.3.6 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration. After receipt of all proposals and prior to the determination of the award, the State may initiate discussions with one or more Offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Offerors should be prepared to send qualified personnel to Helena, Montana, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the Offeror's expense.

2.3.7 Best and Final Offer. The "Best and Final Offer" is an option available to the State under the RFP process, which permits the State to request a "best and final offer" from one or more Offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their "best and final offer," which must include any and all discussed and/or negotiated changes. The State reserves the right to request a "best and final offer" for this RFP, if any, based on price/cost alone.

2.3.8 Evaluator/Evaluation Committee Recommendation for Contract Award. The evaluator/evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification and rationale for the decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluator's/evaluation committee's recommendation.

2.3.9 Request for Documents Notice. Upon concurrence with the evaluator's/evaluation committee's recommendation for contract award, the procurement officer will issue a "Request for Documents Notice" to the highest scoring Offeror to obtain the required insurance documents, contract performance security, an electronic copy of any requested material, i.e., response to clarification questions and/or Best and Final Officer, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and no work may begin until a contract signed by all parties is in place. The procurement officer will notify all other Offerors of the State's intent to begin contract negotiation with the highest scoring Offeror.

2.3.10 Contract Negotiation. Upon issuance of the "Request for Documents Notice," the procurement officer and/or state agency representatives may begin contract negotiation with the responsive and responsible Offeror whose proposal achieves the highest score and is, therefore, the most advantageous to the State. If contract negotiation is unsuccessful or the highest scoring Offeror fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and begin negotiations with the next highest scoring Offeror.

2.3.11 Contract Award. Contract award, if any, will be made to the highest scoring Offeror who provides all required documents and successfully completes contract negotiation. A formal contract utilizing the Contract attached as Appendix B and incorporating the Standard Terms and Conditions attached as Appendix A will be executed by all parties.

2.4 STATE'S RIGHTS RESERVED

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- cancel or terminate this RFP (Mont. Code Ann. § 18-4-307);
- reject any or all proposals received in response to this RFP (ARM 2.5.602);
- waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal (ARM 2.5.505);
- not award if it is in the best interest of the State not to proceed with contract execution (ARM 2.5.602); or
- if awarded, terminate any contract if the State determines adequate state funds are not available (Mont. Code Ann. § 18-4-313).

2.5 DEPARTMENT OF ADMINISTRATION POWERS AND DUTIES

The Department of Administration is responsible for carrying out the planning and program responsibilities for information technology (IT) for state government. (Mont. Code Ann. § 2-17-512.) The Chief Information Officer is the person appointed to carry out the duties and responsibilities of the Department of Administration relating to information technology. The Department of Administration shall:

- review the use of information technology resources for all state agencies;
- review and approve state agency specifications and procurement methods for the acquisition of information technology resources; and
- review, approve, and sign all state agency contracts and shall review and approve other formal agreements for information technology resources provided by the private sector and other government entities.

2.6 COMPLIANCE WITH STATE OF MONTANA IT STANDARDS

The Offeror is expected to be familiar with the State of Montana IT environment. All services and products provided as a result of this RFP must comply with all applicable State of Montana IT policies and standards in effect at the time the RFP is issued. The Offeror must request exceptions to State IT policies and standards in accordance with Section 1.4 of this RFP. It will be the responsibility of the State to deny the exception request or to seek a policy or standards exception through the Department of Administration, Information Technology Services Division (ITSD). Offerors are expected to provide proposals that conform to State IT policies and standards. It is the intent of ITSD to utilize the existing policies and standards and not to routinely grant exceptions. The State reserves the right to address non-material requests for exceptions with the highest scoring Offeror during contract negotiation.

The links below will provide information on State of Montana IT strategic plans, current environment, policies, and standards.

State of Montana Information Technology Strategic Plan
http://www.mt.gov/itsd/stratplan/statewideplan.asp

State of Montana Information Technology Environment
http://www.mt.gov/itsd/techmt/compenviron.asp

State of Montana IT Policies
http://www.mt.gov/itsd/policy/enterprise.asp

State of Montana Software Standards
http://www.mt.gov/itsd/policy/software.asp

Acronym / Terminology Definitions

5YCEP	Five Year Comprehensive Education Plan - A single school improvement plan developed to ensure ongoing continuous academic, social, emotional, and physical growth for all students; to ensure ongoing consistent improvement for all schools. Required by the Montana Board of Public Education in *ARM 10.55.601*
APR	Annual Performance Report. This is an annual report which is used to report the progress made under the State Performance Plan (SPP). It is based on data collected relative to the targets and performance indicators included in the SPP.
AYP	Adequate Yearly Progress - refers to a measure of satisfactory organizational performance within education (Adequate Yearly Progress) and is used to determine whether an individual school, school district, and/or state education agency is making satisfactory progress towards states academic standards.
CCD	Common Core of Data. A program of the U.S. Department of Education's National Center for Education Statistics, is a comprehensive, annual, national statistical database of information concerning all public elementary and secondary schools and local education agencies.
Central	A central repository of standard directory information for subgrantees. Program uses a SQL 2000 database and MS Access front end.
Consortium	A group of schools districts or other statutorily allowable entities that work together for a common purpose and apply for grant funds through a prime applicant. A school district may be a member of several consortia at the same time for different grant programs.
Cooperative	A group of school districts that contract with one another to perform any or all education administrative services, activities, and undertakings that the school district entering into the contract is authorized by law to perform.
CRT	Criterion-Referenced Test. Montana's criterion-referenced test compares student achievement to Montana content standards.
CST	Child Study Team - a multidisciplinary team comprised of a group of individuals that determines whether a student with disabilities is eligible for special education and related services.
DW	Data Warehouse - refers to a single, common repository for data that facilitates storage and retrieval of information.
EDEN	Education Data Exchange Network - A central database for the U.S. Department of Education K-12 data including data mandated under NCLB.
ETL	Extract, Transform, Load - A process in data warehousing that involves: extracting data from outside sources, transforming it to fit business needs, and ultimately loading it into the data warehouse.
FERPA	The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education
GEPA	General Education Provisions Act (34 CFR 81). These are regulations which govern the enforcement of legal requirements under applicable programs administered by the Department of Education and implement Part E of the General Education Provisions Act.
HIPAA	The Health Insurance Portability and Accountability Act of 1996 (HIPAA) was signed into law on August 21, 1996. This law includes important new protections for millions of working Americans and their families who have preexisting medical conditions or might suffer discrimination in health coverage based on a factor that relates to an individual's health. HIPAA's provisions amend Title I of the Employee Retirement Income Security Act of 1974 (ERISA) as well as the Internal Revenue Code and the Public Health Service Act and place requirements on employer-sponsored group health plans, insurance companies and health maintenance organizations (HMOs).
IDEA	Individuals with Disabilities Education Improvement Act of 2004 - Provides financial assistance to states and local education agencies to ensure that all children with disabilities have available to them a free, appropriate public education that emphasizes special education and related

services designed to meet their unique needs and prepare them for further education, employment, and independent living. Part B of IDEA provides funding for services to children with disabilities beginning at age three through age twenty-one, inclusive. The Preschool portion of IDEA provides funding for services to children with disabilities beginning at age three through age five, inclusive. A list of disabilities categories for IDEA eligible students can be found in Appendix 2 of this RFP.

IEP Individualized Education Program - refers to a written statement for a child with a disability that is developed, reviewed, and revised in a meeting that includes parents, teachers, administrators, and where appropriate, specialists. The IEP is one of the forms to be included in the Special Education Records and Information Management System. (SERIMS).

LEA Local Education Agency includes school districts, cooperatives, non-public schools, counties, treatment centers, associations and government agencies

MONTCAS MontCAS is the Montana Comprehensive Assessment System and consists of two different statewide tests, phases 1 and 2.

- **Phase 1**: The Iowa Tests, norm-referenced tests (NRT), are required and funded by the State of Montana for the purpose of comparing student achievement to achievement of a national norm group. The Iowa Tests (NRT) are administered in grades 4, 8, and 11 in Reading, Language Arts, Mathematics, Social Studies and Science. The Iowa Tests are published by Riverside Publishing Company.
- **Phase 2**: The Criterion-Referenced Tests (CRT) are required and funded by the No Child Left Behind Act for the purpose of comparing student achievement to Montana content standards. The CRT is administered in grades 3-8 and 10 in Reading and Mathematics. And, in the spring of 2008, science tests will be administered in grades 4, 8, and 10. Montana's CRT is published by Measured Progress, Inc.

MOE Maintenance of Effort or maintenance of fiscal effort is required by a number of federal programs to ensure that subgrantees do not use federal funds to replace or supplant local funds. MOE requirements are governed by a federal program's regulations.

NCLB The No Child Left Behind Act is the name of the 2001 reauthorization of the Elementary and Secondary Education Act (ESEA). This legislation provides the major source of federal funding for public education in the U.S. and must be reauthorized by Congress every few years. This particular act has been highly publicized for its dramatic emphasis on improving American schools to create more equitable educational opportunities. NCLB is intended to provide all students with a fair, equal, and significant opportunity to obtain a high-quality education. One of the most significant (and controversial) provisions of NCLB is the requirement that States set standards and conduct annual assessments to gauge school districts' progress in improving students' academic achievement.

NRT A norm-referenced test (NRT) compares student achievement to achievement of a national norm group.

ODBC Open DataBase Connectivity – A standard application programming interfaces (APIs) designed to provide access to a wide range of data sources

OLAP On-Line Analytical Processing - A category of software tools that provides analysis of data stored in a database. OLAP tools enable users to analyze different dimensions of multidimensional data. For example, it provides time series and trend analysis views. OLAP is part of a broader business intelligence category which includes ETL, relational reporting, and data mining.

OleDB Object Linking and Embedding DataBase – A set of OLE interfaces that provide applications with uniform access to data stored in diverse information sources. These interfaces support the amount of DBMS functionality appropriate to the data source, enabling it to share its data.

OPI Montana Office of Public Instruction - refers to the State of Montana education agency (SEA)

SEA State Education Agency - Montana Office of Public Instruction

SERIMS Special Education Records Information Management System. This system contains all special education student records and specific special education student demographic information.

SIF	Schools Interoperability Framework - SIF is an industry-supported technical blueprint for primary and secondary (K-12) software that will enable diverse applications to interact and share data now and in the future.
SIS	Student Information System - refers to all of the policies, procedures, functions, services, documentation, hardware, and software that affect, contain, support, or process any information relating to a student.
SPP	State Performance Plan under Part B of IDEA. This is a six year plan, required under IDEA, which includes targets and performance indicators for improving outcomes for students with disabilities. The SPP can be found at the following web site: www.ed.gov/policy/speced/guid/idea/bapr/ptbtable2.doc
SQL	Structured Query Language. A standard language used to query databases and manipulate data within a database.
SSL	Secure Sockets Layer. A protocol developed by Netscape for transmitting private documents via the Internet. SSL uses a cryptographic system that uses two keys to encrypt data − a public key known to everyone and a private or secret key known only to the recipient of the message.
Student Subgroups	Student subgroups refer to subpopulations of students for which OPI collects and reports data. For example, OPI frequently disaggregates student achievement results based on grade level, gender, racial/ethnic categories, eligibility for federal programs, disabilities and language proficiency.
W3C	World Wide Web Consortium is a forum for information, commerce, communication, and collective understanding.
XML	Extensible Markup Language. A method of sharing data between disparate data systems, without needing a direct connection between them.

SECTION 3: SCOPE OF PROJECT

3.0 OVERVIEW

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified Offerors to establish a contract through competitive negotiations for the acquisition and continuing support of a state-level Student Information System (SIS), Special Education Records and Information Management Systems (SERIMS), and Data Warehouse (DW) to collect, report, and manage information about K-12 education in Montana. The intent is to reduce the burden upon the Office of Public Instruction (OPI), schools, and districts while returning to them increased value from the data collected.

The SIS system will assign a unique student identifier to all students from the first point of contact with the public education system. The system will include enrollment collections used for state-level funding and federal reporting, including information on why students leave school, management of special education records and information management systems for students with disabilities, the ability to send and collect the data to and from assessment companies for managing state-level testing of students and adequate yearly progress determinations under the No Child Left Behind (NCLB) legislation. The SIS will also include information on student-level participation in federal programs under the Federal Consolidated Application, participation in other federal or state grant programs, management of school discipline information (i.e., the tracking of incidents and students suspended and expelled from both in-school and out-of-school), information on students participating in state and federal vocational education programs, post secondary schools or who are competitively employed, tracking of gifted and talented, migrant, limited English proficient, free and reduced price lunch, and homeless students.

The data collected by the State Education Agency (SEA) would be stored in a data warehouse, which will provide tools for interactive querying and reporting of the data in an integrated fashion to enable data driven decision making by state-level education staff and policy makers to meet increasing state and federal reporting requirements and enable stakeholders at all levels of education to make informed educational decisions based on accurate and timely information.

The enrollment information collected in this system will be used as the source of student counts for state funding of K-12 public education. The enrollment information must be able to account for part-time students and students that are dually enrolled in different entities. Additionally, the system will need to be able to track nonpublic students that are receiving services through public schools. The system shall allow tables and fields to be added over time as state and federal requirements change.

The SIS will enable the SEA to assign unique student ID numbers to students and to provide for the transfer of data with students as they move from school to school within local education agencies (LEAs) and among LEAs throughout the state. The unique student IDS will need to interact with other data systems at the SEA.

Implementing student-based data collection and reporting is identified as a critical business issue at the SEA. In addition, the “No Child Left Behind Act of 2001” has increased state accountability and reporting requirements regarding student achievement. The primary focus of this project is to address these issues with a system that includes, but is not limited to the following components:

Section 3.0 Overview

Section 3.1 General Requirements

Section 3.2 Secure Transfer and Exchange of Data Over the Internet

Section 3.3 Web-based Data Loading and Data Entry

Section 3.4 Usability Requirements

- Web
- Accessibility
- User Friendliness

Section 3.5 Technology Requirements

- Environment
- Component Interoperability
- Operations/Capacity
- Security
- Software Support
- Project Management

Section 3.6 Training Requirements

Section 3.7 Data Warehouse (DW):

- Decision Support
- Ad-hoc Data Analysis (OLAP)
- Data Storage Functionality
- Reporting

Section 3.8 Student Information System (SIS)

- Student Identifier
- Student Information System Data Elements

Section 3.9 Special Education Records and Information Management Systems (SERIMS) for Students with Disabilities

- Student Information
- Reports
- Forms
- Application Functions

Section 3.10 Value-Added Components

The product of this contract will fulfill the SEA's desire to have a single, integrated system that includes the DW, SIS and SERIMS functions. Offerors are encouraged to work in collaboration or consortiums to provide a solution that will meet the needs of the SEA. Proposals that do not address all three major elements (DW, SIS and SERIMS) will not be considered.

The proposed system is NOT intended to be a school or district-level information management system (e.g., Scheduling, Grade Reporting, Attendance Accounting, and Student Report Cards).

BACKGROUND:

Montana is a strong local control state with school districts having the primary responsibility for public education. Student information systems are historically decentralized with selection, design, maintenance, and control at the school district level. A variety of vendor packages are in use. There is lack of standardization across and within school districts. Currently, approximately 40% of Montana students are in schools without an SIS. In a survey done by a private consultant hired by the OPI in April 2004, the following Student Management systems were located throughout districts in Montana.

Number	Product in Use
35	PowerSchool
25	SchoolMaster
10	Montana Forms
10	SASI
7	Excel
7	InfoHandler
7	Tetra Data
6	FileMaker
6	Zangle of C-Innovations
5	Headmaster
4	AS400/CIMS
4	MacSchool
2	Excent
2	SIS

Montana's public schools have a total enrollment of 146,705 students and over 13,000 teachers and administrators. Montana's school system is composed of 446 school districts with approximately 852 public schools. The following tables provide more complete information concerning enrollment and school information.

Montana Public School Enrollment for 2004-05 School Year:

School	Enrollment
Elementary	98,457
High School	48,095
State-Funded Schools	153
Total Public School enrollment	146,705

Montana Public School Districts for 2004-05 School Year:

K-12 Districts	55
Combined elementary (joint board)	105
Combined high school (joint board)	105
Single districts (168 Elem; 5 HS)	171
State funded districts	2
Non-operating and annexed districts	8
Total School Districts	446

Montana Public Schools for 2004-05 School Year:

Elementary Schools	455
Middle, 7&8, Junior High Schools	222
High Schools	175
Total Schools	852

The OPI currently collects and reports a wide variety of student, staff, school, district, and fiscal information to meet various state and federal reporting requirements. The primary office data collection systems currently include:

- **The Central System**: Collects common information used across all OPI data systems with contact and status information of legal entities (LEAs) and schools, including names and roles of staff, addresses, phone numbers, operating status, size, grade-levels, and accreditation status.
- **The Annual Data Collection System (ADC)**: Collects accreditation data; disaggregated dropout information, graduation and enrollment data on all students as well as attendance counts (taken twice a year, in October and again during the last day of the testing window which is then averaged over the two counts); school/district/special education coop personnel FTE assignments; Limited English Proficient (LEP) count which should include up to three years of identifying these students as they move into the regular classroom instruction; gifted student count; teacher retention survey; school-level technology information. Also Distance Learning, Alternative Education Programs, Immigrant student counts, and Indian Education for All information.
- **Special Education Child Count**: Collects count and demographics on students receiving Special Education services. Also collects Exit Data, which includes dropout and graduate counts for students with disabilities who qualify for services under IDEA.
- The **MAEFAIRS** System which collects district revenue and expenditure information; school district budgets; aggregate enrollment counts; MAEFAIRS primary function is to calculate monthly state funding payments to school districts.
- **Education Licensure System**: Web-based application for teacher licensure and renewals.
- **School Discipline**: Collects student-level suspension and expulsion incident reporting.
- **Accountability Tracking**: Used to track and report AYP determinations, includes CRT assessment and NRT data, graduation rates, participation and attendance rates.
- **Child Nutrition Program**: Collects national School Lunch/Breakfast/Snack/Summer program information including free and reduced lunch counts, and a monthly reimbursement system to schools for the number of meals served by feeding site.
- **Vocational Education Enrollment and Accountability**: Collects vocational education enrollment count, identification of concentrators, Perkins accountability information.
- **Nonpublic Enrollment System**: Collects directory information of private and home schools, their enrollment counts and intent to participate in federal programs.
- **Adult Basic Education (ABE)**: Student demographic, attendance hours, and program participation information, referrals, student goals and outcomes.
- **New Generation System**: Demographic information on Migrant students in Montana.
- **Federal Consolidated Application (FCA)**: Management system for allocations and approvals of federal flow-through grants to school districts for selected federal title programs.
- **Montana's Comprehensive Assessment System (MontCAS)**: Includes the statewide administration of two standardized tests. The OPI has a contract with Riverside Publishing Company for the administration of the Iowa Test of Basic Skills in grades 4 and 8 and for the Iowa Test of Educational Development in grade 11. Montana also has a contract with Measured Progress, Inc. for the administration of a criterion-referenced test, Progress Towards Standards, in grades 3-8, and 10. Currently, individual school districts submit student demographic data directly to the testing Contractors

in order for test answer documents to be “pre-slugged” with the student demographic information. Once SIS is in place, the SEA will register students with the testing companies.

INNOVATION IN THE RFP

The SEA is seeking solutions that fulfill the specific technological and functional needs outlined in this document. However, Offerors are encouraged to provide explanations of system capabilities that exceed the requirements stipulated within this RFP.

STATEMENT OF NEEDS

The SEA wishes to implement a statewide SIS, which includes all students in subgroups and an information management system for students with disabilities. The system shall improve the Department’s data collection, analysis, compliance monitoring and reporting capability and allow school districts to maintain their current student information systems, input data and retrieve information through a Web-based interface, meet student-level data reporting requirements, and maintain security of student information. At the core of this system is the assignment of a unique student identifier to each student in the state, which will stay with the student indefinitely.

The SIS will support two distinct classes of users: those with and those without existing SISs. For those that have their own system, the state SIS shall provide a web-based means of exchanging data to and from the LEA SIS. For the LEAs without a SIS, the state SIS must provide a web interface that would allow these LEAs to use the state SIS as their primary means of managing their students. The web interface would provide those LEAs with the means to directly view, modify and print data pertaining to their students. The system will be used to collect data on the students at the SEA level in order to meet state and federal reporting requirements.

The SERIMS refers to a comprehensive special education records and information management system that is fully integrated with the SIS. The highest priority of the special education records and information management system is to simplify and reduce the amount of time and effort teachers currently need to spend meeting the complex paperwork demands associated with special education. The system must support teachers in completing required documents and managing caseloads in a user friendly, time efficient manner. The second priority is to promote compliance with state and federal regulations by providing user-friendly validation checks. The third priority is to assist in the documentation and reporting of special education student information through the use of an integrated database management system. The system will manage student and staff information, streamline the process of referring students for comprehensive educational evaluation, document decisions made during the Child Study Team (CST) and Individualized Education Program (IEP) meetings, develop, maintain, and manage special education records and information management system as well as additional documentation for students receiving special education and/or related services, and allow for a well-defined, efficient method of exchange of data between the school, the cooperative and state and federal entities.

The system will allow local as well as state personnel to conduct compliance and quality reviews of special education reports. It should allow special education records to be transferred from school to school and district to district. The system should manage the workflow for special education to assist teachers to easily know when to review, complete, and report special education information. Teachers, administrators, parents and students will access the information from any Internet-enabled computer, from which they may print, download, report, or transfer records. User access is audited and role based.

In addition, the SEA has identified the need for a Data Warehouse (DW) that would be used to improve the analytical and reporting capabilities required by the SEA. Initially, the primary functions of this DW are to improve the efficiency and accuracy of student records. The OPI also requires that the DW will provide data mining capabilities that will be used for creating, tracking, and assessing Montana education policy.

The primary requirement for the DW will be for the collection, storage, and utilization of student information at the state level. Although not included in the scope of this project, the SEA intends to add other elements to the warehouse in the future such as tracking students to courses and teachers. The warehouse will need to be designed so that future components can be easily added over time at a nominal cost.

Critical success factors include:

- Timely and accurate reporting of education data through standardized and ad hoc reporting capabilities.
- Improved educational decision-making through the use of decision support tools.
- Redirection of education professional time away from administrative reporting and toward instruction.
- Meeting the information and reporting requirements of the No Child Left Behind Act of 2001 (NCLB).
- Meeting the reporting requirements of the Education Data Exchange Network (EDEN).
- Meeting the data collection and reporting requirements under IDEA and of the IDEA State Performance Plan (SPP) and Annual Performance Report (APR).
- Providing data research tools to conduct data mining and analysis in developing "what if" scenarios to help guide policy.
- Meeting other state and federal reporting requirements.
- Providing state, school district, school, teacher, parent, and public access to appropriate education data, reports and decision support tools through a flexible, easy-to-use Web interface.
- Improved data quality.
- The ability to follow students from school to school and from district to district within the State of Montana.
- The ability to follow a student's educational progress longitudinally over time.
- Compliance with state and federal laws and statutes that protect the confidentiality of student and staff information.
- Printed and Web-based documentation tailored to meet the needs of specific users.
- Training for the SEA, school districts, and school staff to use the decision support tools effectively.

INDEPENDENT VERIFICATION AND VALIDATION (IV&V)

At any time, the SEA may elect to have a third-party conduct an independent verification and validation of the solution to periodically review the progress and deliverables and determine compliance with current State of Montana security standards, standards for accessibility for persons with disabilities, and industry-recognized best practices.

The State of Montana Department of Administration's Information Technology Services Division has created an IV&V methodology to assist government agencies to manage and monitor their information technology projects.

IV&V is defined as:

- The "I" stands for Independent. IV&V agents are not part of the organization developing the system therefore an unbiased or independent approach to the V&V tasks is facilitated.
- Verification is the process of evaluating a system or component to determine whether the products of a given development phase satisfy the conditions imposed at the start of that phase. It is also the formal proof of program correctness.
- Validation is the process of evaluating a system or component during or at the end of the development process to determine whether it satisfies specified requirements.

One component of the IV&V process is a security audit. Some security topics may include, but are not limited to:

- Ensuring the system meets the State of Montana's security policies which can be found at: http://www.state.mt.us/itsd/policy/enterprise.asp
- Industry Standards per the Open Web Application Security Project (OWASP)
  - Implementation and reviewing of appropriate system logs
  - Invalidated Input
  - Broken Access Control
  - Broken Authentication and Session Management
  - Cross Site Scripting (XSS) Flaws
  - Buffer Overflows
  - Injection Flaws
  - Improper Error Handling
  - Insecure Storage
  - Denial of Service
  - Insecure Configuration Management
- Accessibility for Individuals with Disabilities
  - Section 508 of the Rehabilitation Act
  - Americans with Disabilities Act
- Other areas of interest
  - Session timeouts and re-authentication
  - Session cookie retention
  - Saving of encrypted data
  - User account and password creation and the aging/non-use of accounts

SPECIFIC REQUIREMENTS

The SEA requires that Offerors provide proven solutions that support a state-level system that at a minimum addresses the components identified below. The components of the proposed system must be interoperable, with a consistent and seamless appearance. Please indicate how you will meet the requirements listed in sections 3.1 through 3.9.

3.1 GENERAL REQUIREMENTS

a. The system must have the ability to store student data to external storage devices for transfer out of state.
b. Standard directory information for LEAs shall be drawn from a centralized repository. The SEA currently has a repository of the standard directory information. However, the SEA is willing to consider replacing that repository with one integrated within the system.
c. The system must have the ability to capture and save auditable snapshots of data on required count dates.
d. The SIS must have the ability to store, retrieve and delete files attached to an individual student record.
e. Selected users must have the ability to add, update, and delete code tables and table entries, reports and other system tables in a quick and efficient manner using on-line tools.

3.2 SECURE TRANSFER AND EXCHANGE OF DATA OVER THE INTERNET

The proposed system must support the secure transfer and exchange of data over the Internet among educational entities using a number of file formats, including the items listed below. Please indicate how you will meet these requirements.

a. The Schools Interoperability Framework (SIF) version 1.5 (or greater). Information concerning SIF can be found at: www.sifinfo.org
b. The system must have the capability to import and export student data in eXtensible Markup Language (XML) according to SIF standards and protocols for horizontal and vertical interoperability.
c. The system must be able to import and export data in delimited ASCII records and fixed-length ASCII records.

3.3 WEB-BASED DATA LOADING AND DATA ENTRY

a. The system will allow items to be designated as required fields such as name, address, school, student id, etc.
b. The system will provide the ability for properly authorized users to create business rules to be used in data validation processes.
c. The system will implement processes to ensure data entry forms meet completion requirements and business rules prior to submittal. Such processes include identification of validation errors and warnings and limiting data submittal until errors are corrected.
d. The system must flag potential data integrity issues so that data can be verified to prevent loss of data or inconsistent data.
e. The system will provide locking so that a user does not run the risk of overwriting another user's changes.
f. The system will inform the user who is locked out of the file which user has engaged the lock.
g. The system must have the ability to carry over some selected form fields of data.
h. The system must be configurable to support mass loading of data from extant sources such as:
    1) School district information systems that may include Excel documents and/or delimited text files in a pre-defined format.
    2) Testing files for:
        i) MontCAS, Phase I: Norm-Referenced Test
        ii) MontCAS, Phase I: Alternate Assessment Program
        iii) MontCAS, Phase II: Criterion-Referenced Test
        iv) MontCAS, Phase II: Alternate Assessment Program
        v) Other assessments
i. The system must have matching capabilities to enter and/or edit single records on-line.

3.4 USABILITY REQUIREMENTS

The OPI requires that Offerors provide solutions that are intuitive and easy to use for all potential users. Usability refers to the proposed solution's availability, accessibility, and ease-of-use for all functionalities. The specific usability requirements are listed below. Please indicate how you will address each of the requirements in section 3.4.

3.4.1 Web

a. The system must be accessible by W3C compatible web browsers over SSL and require no additional plug-ins other than Adobe Acrobat. Offerors are requested to specify the browsers supported and minimum certified versions.
b. The system must give users the capability to submit data through web forms as required.
c. The system must have a web based form generation capability that would allow the creation and modification of forms and data elements by users with the appropriate privileges.

3.4.2 Accessibility

a. The proposed system must be in compliance with applicable Montana and US laws and regulations regarding accessibility to the handicapped, including:
   - 29 USC 794d Section 508 of the Rehabilitation Act of 1973, including the Americans with Disabilities Act, as amended. (http://www.section508.gov/index.cfm?FuseAction=Content&ID=14)
   - The State of Montana Accessibility Policy. This policy can be found at http://www.state.mt.us/discover/disclaimer.asp#accessibility.

3.4.3 User Friendliness

a. The design must apply a consistent "look and feel" among all user screens by using OPI style sheets and templates. The OPI web site address is www.opi.mt.gov.
b. The system must have integrated spell checking.
c. The proposed solution must include an option to accommodate OPI or State of Montana "Branding" onto screens, Web pages, reports, documents, etc., to include logos, banners, and other representative items.
d. All screen functions must be possible using the keyboard as well as a mouse or other pointing device.
e. Provide work-in-progress capability (i.e., partially completed forms can be saved for completion at a later time if work accomplished meets minimal validation criteria).
f. On-screen, context-sensitive help must be provided.
g. The system shall have on-line searchable help and frequently asked questions.
h. Hyperlinks to related sites and additional help and training should be utilized as appropriate.
i. All documents in the process of completion must be watermarked as "draft" until such time as they are finalized.
j. The system must facilitate automated workflow and status tracking.
k. The system must allow for event-triggered e-mail notifications.
l. Radio buttons, check boxes, pick lists, number dials, pull-down boxes, calendars, and other alternatives to direct data entry must be used whenever possible.
m. Field options should be conditional and should present only valid choices whenever possible.
n. Key fields shall carry over from screen to screen to avoid duplication of data entry.

3.5 TECHNOLOGY REQUIREMENTS

The OPI is seeking a solution that accommodates the State's existing technical architecture investment as well as the technical diversity among school districts. Please indicate how you will address each of the technology requirements listed below.

3.5.1 Environment

a. The proposed solution must be compliant with the State of Montana policies, standards and guidelines, which are documented at http://www.state.mt.us/itsd/policy/enterprise.asp. Where standards are concerned, the RFP takes precedence over referenced standards in this policy.
b. The database will reside in the data center at the SEA.
c. The database must be Microsoft SQL Server on Windows 2000 or Windows 2003.
d. The database must support at least 200,000 enrolled students and related data along with historical data of at least seven years post exit. Please refer to the State of Montana Records Management Policy at http://sos.state.mt.us/css/RMB/Contents.asp for further information.
e. The web interface for the application must run on a Windows IIS server.

3.5.2 Component Interoperability

The system must be able to pass information/data to and from the data warehouse using Contractor-provided tools for extract, transform and load (ETL) processing.

3.5.3 Operations/Capacity

Offerors are requested to demonstrate that the proposed solution has the capacity and scalability to:

a. Fully load web forms and images within 20 seconds on a workstation with a connection as slow as 28.8 KB. All system components must be designed to adequately store and quickly deliver information to end-users. The system must efficiently handle peak workloads and maintain a high level of responsiveness.
b. Have a modular design that allows implementation of additional functionality at a later time.
c. Store a minimum of 26 years of student data (The public school enrollment for the 2004-05 school year was 146,705.)
d. Efficiently handle peak workloads and maintain a high level of responsiveness.
e. Accommodate a minimum of 200 concurrent users.
f. Appendix 3 contains a description of the OPI's hardware specifications for the existing database and web servers and a diagram of the architecture. The Offeror should provide an assessment of necessary and/or recommended changes to provide the desired performance and availability of the new system. The assessment should address:
    - Need for additional servers
    - Modifications to existing servers
    - Storage requirements for the new system's data
    - Other network architecture or infrastructure modifications, such as bandwidth, etc.
    - Approximate cost of any changes

3.5.4 Security

a. The proposed solution must ensure that the information in the system is protected against unauthorized disclosure, transfer, modification, or destruction, whether accidental or intentional.
b. Offerors must explain how the proposed solution will implement the following:
    1) Compliance with the Montana Information Technology Policies and Standards located at http://www.state.mt.us/itsd/policy/enterprise.asp
    2) Secure transmission with the capability to encrypt sensitive data.
    3) An automatic sign-off based on the SEA defined amount of inactivity time.
    4) Safeguards required by the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including the secure transfer of electronic records. More detailed information concerning FERPA and HIPAA can be found at the following locations: http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html and http://www.cms.hhs.gov/hipaa/.
    5) A web-based administrative function for managing users and their passwords, access controls, rights and privileges.
    6) Integration with ePass Montana, the State's Internet federated ID service. The ePass Montana service is based on SAML 1.1 using SourceID as a code base. Development toolkits are available for PERL, PHP, JAVA, ASP. For more information on ePAss Montana you can visit the federal government's E-Authentication Initiative website at: http://www.cio.gov/eauthentication. The State of Montana is following the federal government's requirements in implementing this single-login solution. Additional information can be found on the SourceID website at: http://www.sourceid.org/index.html. The base code used for ePass Montana is SourceID.
    7) Restricted software access after SEA user-defined number of unauthorized attempts to enter.

8) An audit trail to track changes on key fields. The audit trail information may include items such as:
   - Last user ID to edit a record.
   - Date and time of record creation.
   - Date and time of last record update.
   - Fields that were changed.
   - Optional comments for person updating, i.e., reason for change.
   - A batch ID to uniquely identify batches submitted to the system (in the event a back-out of the data is necessary), or online entry designation.
9) Data element level protection which includes field level controlled access.
10) Role-based security at the data element level for users, including teachers, districts, SEA, parents, and the public.

3.5.5 Software Support

The Contractor must provide a "Help Desk" function from initial implementation through the end of the first year of implementation to assist internal and external users in solving problems of either a programmatic or technical nature. At a minimum, telephone support, on-line help and searchable help must be provided. Live technical support during business hours (7:00 a.m. to 6:00 p.m. Mountain time, Monday through Friday) shall be provided via a toll free number. The help desk must be staffed by individuals located within the United States of America or its territories and have a good command of the English language.

In addition to the help desk function, include an explanation of the support functions provided and how each will be delivered. Include in your discussion, at a minimum, the following items for each product included in the proposal:

- Acceptable response time standards
- Availability of support staff and how many support staff will be dedicated to this project
- The on-going system support provided by the Contractor and if software upgrades are included as part of the support.
- Indicate the levels of support available.

3.5.6 Project Management

The State of Montana has guidelines for managing information technology projects that can be obtained by contacting the Department of Administration's Information Technology Services Division at 406-444-2532.

After award, the OPI's Project Manager will administer the resulting contract. The Offeror must provide a Manager who will work with the OPI's Project Manager. The expectation is that the Offeror's Manager will be the same person throughout the project; some of their responsibilities shall include, but are not limited to:

a. Maintaining project communications, including resolving deviations from the agreed upon work plan.
b. Attending project review, update meetings as well as internal and external advisory group meetings, as requested.
c. Provide draft documents and project deliverables for review, approval, and signature.
d. Weekly, or as requested, status reports. (See Appendix 4 for an example status report).
e. A draft Statement of Work (SOW). (See Appendix 5 for an example SOW).
f. A draft project plan using MS Project.

3.6 TRAINING REQUIREMENTS

a. Training must be provided for the SEA and district educational leaders, principals, and teachers. Groups requiring training and follow up support customized to their needs include:
   1) School clerical staff
   2) School counselors
   3) Teachers
   4) School district information systems staff
   5) Directors of special education, principals, and other administrators
   6) SEA technical and support staff
   7) SEA staff
b. Training should include instruction in accessing data, creating queries, managing data, and interpreting the information in addition to the basic computer skills required to use the software. The use of multiple media for training (Web-based modules, printable manuals, video, Computer Based Training, etc.) is highly desirable.
c. Follow up training is required and may be provided via the Internet, DVD, CD-Rom, video streaming, video conferencing or computer based training.
d. OPI will conduct an Assessment Conference on May 1-2, 2006 in Helena, Montana and will expect Contractor representation at this conference.
e. Include a description of the training to be provided as part of the proposal based on the criteria listed below. The SEA will arrange for the facility and equipment at no cost to the Offeror.
   1) At least two days of on-site training in at least five regions in Montana will be required. A map detailing the regions may be found at http://www.opi.mt.gov/CSPD/Index.html
   2) Each region will include up to two training sessions.
   3) Four days of on-site training in Helena, Montana for SEA technical, data management, and support staff.
   4) Training must include "train the trainer," hands-on, and technical.
   5) Training materials must include a user manual and any other relevant documentation such as technical manuals, error messages and codes, system reference guide, installation guides, etc. All tables and fields in the database must have description properties completed.

3.7 DATA WAREHOUSE

3.7.1 Decision Support

The decision support component should include features that allow state and district administrations, principals, and teachers to manipulate and summarize information and to conduct in-depth analysis of student performance in user-friendly formats. This component would include drill-down and drill-up features that allow educators to see the data at different levels of detail. This component would also include multi-dimensional features that allow users to select specific data for retrieval or for further exploration, data mining and analysis. The decision support component would provide options that allow the user to select their choice of output—report, chart, graph, export to Excel, etc. Objectives of the decision support component include at a minimum the capability to:

a. Analyze student and instructional staff demographic characteristics.
b. Analyze student achievement data by grade level and identify where student achievement is lowest/highest.
c. Analyze student achievement data by grade levels, school, and classroom to show the areas where intervention is needed.
d. Review historical data to identify trends relating to student achievement.
e. Disaggregate achievement data by student subgroups.
f. Disaggregate achievement data by program participation to recognize effectiveness of programs.

g. Disaggregate and integrate the achievement data across student subgroups and programs to identify which programs work best for different groups of students.
h. Identify students who are not meeting specified criteria and disaggregate these students by content area and/or reporting categories.
i. Identify strengths/weaknesses among student subgroups, schools, grades, etc. in each of the content areas and reporting categories.
j. Compare student, school, or district performance over a period of years broken down by the different demographic characteristics of students so trends and patterns among the various student groups can be viewed.
k. Disaggregate data by student subgroups, dropouts, graduates, etc. to analyze all aspects of the population of the school.
l. Compare achievement among schools for students with similar characteristics.
m. Analyze mobility of student and instructional staff populations.
n. Analyze and examine longitudinal data at the student, classroom, school, district, and state level for relationships and patterns.
o. Analyze experience levels of teachers by school or district.
p. Analyze qualifications of teachers by subject, school, district, and state.
q. Analyze and examine longitudinal financial data—average salaries, disbursements, distribution of state funds, etc.
r. Compare financial data of school districts that have similar student performance or characteristics.
s. Compare distribution of state funds over a period of years by category and district.
t. Compare per-pupil costs over time and/or between districts.
u. Compare disbursements over time and/or between districts.

Where appropriate, the decision support tools must suppress cells (not report) as defined in the SEA business process to ensure that individual students are not personally identifiable. This includes student counts and percents.

3.7.2 Ad-hoc Data Analysis (OLAP)

a. The system shall contain an integrated ad-hoc report generation capability, which enables authorized users to create, save, and print custom reports.
b. The ad-hoc report writer shall allow inclusion of graphs, subtotals, filters and totals.
c. The application shall not place limits on the number of row and column dimensions to less than the underlying database.
d. In addition to the typical counts and totals for the measures in the body of the cube, descriptive statistical calculations will be necessary. Since much of the analysis will be done with performance measures, confidence intervals, means, medians, standard deviations, min, max, NCE, row/column/total percents and percentiles are all examples of calculations required. Other common statistical calculations such as scores, correlations, ANOVA, and t-tests would be required.
e. The system shall have the capability of developing models using “what if” scenarios to support management decisions and policy development.
f. The row/column dimensions and the associated measures need to be easily selected from the DW.
g. Filtering techniques to specify data selection need to be intuitive and easy to use.
h. Data structure and presentation shall be modifiable by straightforward row/column drag-and-drop. Addition and deletion of row/column dimensions shall also be easily accomplished while defining the report structure.
i. Cube definitions developed by the user need to be savable in a library for future use.
j. The system shall provide the capability to include non-DW system files (e.g., Excel spreadsheets, other SQL databases, etc.) for OLAP analysis using ODBC, OleDB or other mechanism.

3.7.3 Data Storage Functionality

a. The Data Warehouse must provide the structure and capacity to store information collected by the SEA. The initial data storage must allow for these items:
   1) School Directory Information
   2) Statewide Student Assessment
   3) School Enrollment
   4) Dropout and Graduation Data
   5) Special Education Records and Information Management System
   6) School Discipline
   7) Vocational Education concentrator
   8) Gifted and Talented Student status
   9) Federal Program Participation (for example, Free and Reduced Price Lunch, Special Education, Migrant, Title I, Limited English Proficient, Homeless students)
   10) Adult Basic Education data

b. The Data Warehouse must allow for the future integration of other OPI data sets into the warehouse by OPI staff or by vendors. The data sets include, but are not limited to:
   1) Full-time Equivalent (FTE) Staff Data
   2) School Finance data
   3) School Accreditation information
   4) Grants Management information
   5) School District Boundaries (Census Mapping)
   6) Adequate Yearly Progress status over time.

3.7.4 Reporting

a. At a minimum, the reporting tools must include the capabilities to generate queries, reports, graphs, spreadsheets, and file extracts.
b. Standard and ad hoc reporting capabilities must be available to meet federal and state reporting requirements including EDEN, Common Core of Data (CCD), NCLB, ESEA, under IDEA including the SPP, APR, etc.
c. Reporting shall include Montana state assessment system state, district, school, and student-level reports for the Montana state assessment system.
d. The reporting component must enable the user to view the output on-line, print the output to a local or network printer, and output to PDF.
e. Where appropriate, reports must suppress cells (not report) as defined in the SEA business rules to ensure that individual students are not personally identifiable. This includes student counts and percents.
f. The reporting component must provide the following:
   1) Static and ad-hoc report generation
   2) Longitudinal data and trends
   3) Access privileges implemented through the security model
g. Ad-hoc report generation features, including at a minimum the following features:
   1) Allow authorized users to create, save, and print ad-hoc reports.
   2) Allow for the inclusion of custom data elements available in reports.
   3) Allow for the inclusion of graphs (histograms, bar charts, pie charts, etc.), subtotals, filters, and totals.
   4) Report formats must provide date of report, OPI logo, and name of person generating the report. The OPI logo can be found on the OPI web page at www.opi.mt.gov.
   5) Customized query reports and ad hoc report generation can be developed through the use of On-line Analytical Processing (OLAP) tools provided and report formats selected from. This

would include the ability to design specific calculations not provided in the OLAP tool to address new, innovative methods of determining outcomes of scenarios.
6) Reports must track student records across multiple schools or districts.
7) System is capable of exporting all reports to a delimited ASCII file, RTF, HTML, PDF, .XML, MS Word and Excel formats.
8) The ability for a user to modify standard reports, to include or remove fields, and save these report definitions for future reporting.
9) The ability to roll up data from the school or cooperative to the district and from the district and/or cooperative to the state level.
10) The application shall not place limits on the number of row and column dimensions to less than the underlying database.

h. The reporting functions shall provide the ability to direct the report to email.
i. Because interactive reports are so important, indicate in detail your Data Warehouse Systems capabilities in this area including a list of the report templates and formats available in your Data Warehouse.
j. Contractors will provide up to 20 reports to be specified at a later date. These standard reports are intended to provide a real time analysis of district submitted data immediately upon submission. Examples of such reports may include, but are not limited to, the following:
1) Enrollment: http://www.opi.mt.gov/PDF/Measurement/EnrollBook2005.pdf
2) Dropout: http://www.opi.mt.gov/PDF/Measurement/rptHsDropoutByReo2004.pdf
3) Graduate: http://www.opi.mt.gov/PDF/Measurement/rptHsCompleteGradRate2004.pdf
4) Free and Reduced Lunch Participation: http://www.opi.mt.gov/PDF/Measurement/rptFreeReducedBySchool2005.pdf
5) Special Education Child Count Data and Educational Placement Data www.opi.mt.gov/speced. Go to Data Reports and click on Statewide Special Education Data.

3.8 STUDENT INFORMATION SYSTEM (SIS)

3.8.1 Student Identifier

a. A unique statewide student identifier must be assigned to each student in the State of Montana. The purpose of the student identifier is to support the collection by the SEA of individual student records in an efficient, timely, and secure process. The data associated with each student through the student identifier will be used for state reporting and be compiled within a database from which federal reporting mandates will be met. The intent of the SEA is to reduce the reporting burden upon schools and districts while returning to them increased value from the data they have collected.
b. The system must return an indicator of the probability of the match between a new student's data and an existing student's record. The SEA should be able to select the percent that defines a match or a possible match based upon the number of data elements matched and the closeness of the matches. Alternative spellings and sounds/pronunciations should be considered. The process and rules available within the proposed system should be described clearly in the proposal. The user must be presented these matches and near matches, and their percents, for acceptance or for assignment of a new identifier. This presentation must be an on-line function as well as an option for a downloadable file or a printed report.
c. Describe how your student identifier will meet the following criteria:
1) Unique (assigned only to one student)
2) Unchanged/Permanent (follow the student indefinitely)
3) Unduplicated (only one per student)
4) Unidentifiable (number can be substituted for a student's name)
5) Verifiable (number and name can be confirmed as being correct)
6) Valid (number meets all criteria as an identifier)

7) Nominal (number has no intrinsic meaning)

d. Offerors must propose a solution that assigns identifiers and is maintained by a single, unitary system that is managed by the SEA. The system must:
   1) Minimize the number of data elements needed to uniquely identify a student.
   2) Mitigate the assignment of duplicate identifiers.
   3) Give school districts the option to retain their own local identifiers.
   4) Prevent unauthorized SEA and LEA staff from accessing personally identifiable information about a student.

e. Offerors must describe how their solution will support:
   1) Mass loading of school district data for initial assignment of student identifiers.
   2) On-line assignment of student identifiers for individual students.
   3) Batch processing of student records, identifying matches with existing records, assigning new identifiers as appropriate, and creating a report of near matches for review in line with the following benchmarks. Indicate Contractor's ability to meet the anticipated guidelines indicated below.
      i) Batches of up to 20,000 student records must be successfully processed.
      ii) Up to 100 batches with up to 60,000 student records each must be accepted for processing and successfully processed.
      ii) Processing should run at the rate of 3-10 student records per second.
   4) Confidentiality - Allow only authorized education employees with a need to know to access the student identifier (and student locator system) from the local level. Restrict access within the SEA to authorized users. Build permission tables to manage access for view, copy, and edit actions by file and fields within files. (Encrypt the identifier when it is passed to the SEA and stored in state files.)
   5) Ownership of a student's record by a district or school. Data other than the directory information elements must not be available to any user other than the one at the current or past-enrolled school, district, or cooperative.
   6) Integration of the statewide student ID with the other student-level databases housed at the SEA.

3.8.2 Student Information System Data Elements

SIS data elements shall include, at a minimum the items listed below. Items 16-36 are program participation status fields. The SEA will need to maintain the history of student program participation over time. These fields may be replaced by the development of new data collection systems at the SEA that will link to the core SIS information through the Student ID. The design of the additional systems is not within the scope of this RFP. Items 37-40 include SIS information used for state funding of schools.

1) Statewide Student ID
2) First, Middle, and Last Name
3) Date of Birth
4) Gender
5) Grade
6) Race/ethnicity
7) Student's Primary Language
8) Social Security Number
9) Parent/Guardian Contact Information. System must allow for the input of information for multiple parent contacts for situations such as joint custody, grand-parenting, foster parenting and birth parents. Information collected would include:
   - Parent/guardian name
   - Parent/guardian address
   - Home phone

- Work phone
- Cell phone
- Email

10) School (OPI School Code)
11) District (OPI Legal Entity)
12) Local Student ID
13) Enrollment/Exit Status Code (Enrolled, Graduated, Transfer, Dropout, etc)
14) Method to identify partial year enrollment
15) Method for tracking changes to student enrollment and other status fields over time
16) Special Education Status
17) 508 Status
18) Free/Reduced Lunch Eligibility Status
19) Limited English Proficiency Status
20) Entry date for LEP Status
21) Immigrant Status
22) Migrant Education Status
23) Foreign Exchange Student Status
24) Gifted/Talented Status
25) Advanced Placement Class Participation Status
26) Homeless Status
27) Method to identify participation in other federal programs (by program, for example, Title I)
28) Adult Basic Education Program Status
29) Vocational Education Concentrator Status
30) Vocational Education Concentrator Subject
31) Single Parent Status (flag to indicate student is a single parent)
32) Post Graduate Follow-up Status Code (College, Military, Employment)
33) Private/Home School Status (a way to show if a student is not enrolled in the public school but receiving services from the school)
34) Early Intervening Status
35) Head Start Status
36) Before/After School Program Participant
37) Hours of Enrollment (Method to track part-time funding of students)
38) Method for managing dual enrollment status of a student
39) Educational services provided through Job Corp participation
40) Method to track attendance of the student on official count dates
41) User-defined fields for future use

3.9 SPECIAL EDUCATION RECORDS AND INFORMATION MANAGEMENT SYSTEM (SERIMS) FOR STUDENTS WITH DISABILITIES

The SERIMS referred to throughout this document references a comprehensive special education student information management system that is fully integrated with the SIS described above.

The highest priority for the special education records and information management system is to simplify paperwork and reduce the amount of time and effort teachers currently need to spend meeting the complex paperwork demands associated with special education. The system must support teachers in completing required documents and managing caseloads in a manner that is more time efficient then the currently available methods.

The second priority is to promote compliance with state and federal regulations by providing user-friendly validation checks.

The third priority is to assist in the documentation and reporting of special education student information through the use of an integrated database management system.

The system will manage student and staff information, streamline the process of referring students for comprehensive educational evaluation, document decisions made during the Child Study Team (CST) meetings, develop and maintain individual education plans (IEP) as well as additional documentation for students receiving special education and/or related services, and allow for a well-defined, efficient method of exchange of data between the school, the cooperative and state and federal entities.

The system will allow local as well as state personnel to perform and document quality assessment on the completeness and correctness of special education record information. It must allow special education records and all associated records in the system to be transferred from school to school and district to district. The system should manage the workflow for special education to assist teachers to easily know when to review, complete, and report special education information. Teachers, administrators, parents and students will access the information from any Internet-enabled computer. The system must allow users to print, download, report, or transfer records from their computer. User access is audited and role based.

3.9.1 Student Information - Describe how you will meet the following requirements.

a. The SERIMS must have the following identifying characteristics, as a minimum:
    1) Case manager
    2) Setting of service
    3) Services plan
    4) Disability (ies)
    5) Transition services
    6) Initial referral date
    7) Source of referral
    8) Date Permission to Evaluate Sent and Received
    9) Date of Initial Child Study Team Meeting
    10) Next 3-year comprehensive reevaluation due date
    11) Date student began receiving special education services
    12) Date student exited or transferred from special education program
    13) Exit code from special education program
    14) Medicaid information
    15) Method to track and review all users who have accessed the record
    16) Special Ed Co-Op (OPI Legal Entity)
    17) Maintain contact information associated with the student
    18) A log of contacts of school personnel with parents, including a field for comments
    19) User defined fields for future use
b. Measurable Annual Goals - with the ability to develop and/or save favorites in a goal bank.
c. Therapy notes and documentation of other Medicaid approved services with pre-filled student identifier and goal areas for related service providers (e.g., OT, PT, Speech) and personal care attendants providing support for skills of daily living to enable streamlined Medicaid billing and tracking of services provided.
d. All disabilities for each student must be able to be reported with a method for calculating dominant disability based on state formula.
e. Students participating in early intervening services. (Note: Early intervening services are those services for students who are at risk of becoming eligible for special education but have not yet been identified.) Federal law requires that early intervening services provided with federal funds must track for at least two years those students who are the beneficiary of the use of the early intervening funds.

3.9.2 Reports - Describe how you will meet the following requirements.
The system must have the following pre-defined reports:

a. Communication log
b. Document time spent
c. Demographic reports
d. Due dates (IEP, CST) and notification reports
e. Student record access log
f. Progress reports
g. Caseload information per case manager
h. Child count
i. Exit report
j. Setting of Services
k. Referral report- student qualified or not
l. Confidential file notification for Cumulative Record File
m. The system shall produce a report that indicates the number of hours of related services that were committed to in the IEPs, for which services, and for which students.
n. The system shall produce a report that indicates which students need a service provider assigned to their specific related service.
o. The system must provide a statewide as well as a district summary report including charts and graphs on the performance of the state as well as district(s) on outcome indicators for performance thresholds established by the State based on the federally required IDEA State Performance Plan. A copy of the SPP is available at the following web site: www.ed.gov/policy/speced/guid/idea/bapr/ptbtable2.doc
p. Student level IEP content (including present levels of educational performance) must be able to be rolled up in a summary report.
q. Students participating in early intervening services.
r. Preschool students with IEPs who demonstrate improved positive social-emotional skills, acquisition and use of knowledge and skills (including early language/communication and early literacy), and use of appropriate behaviors.
s. Students in secondary school who had IEPs prior to exiting (graduation, drop out) who have been competitively employed enrolled in some type of postsecondary school, or both within one year of leaving school.
t. All data needed to complete baseline data for SPP and yearly data for APR. The State Performance Plan (SPP) may be found at www.ed.gov/policy/speced/guid/idea/bapr/ptbtable2.doc. The most recent Annual Performance Report (APR) may be found at www.opi.mt.gov/speced under Data Reports.

3.9.3 Forms - Describe how you will meet the following requirements.

a. The system must be able to archive the forms for permanent storage (e.g., form is locked from further modifications).
b. The system must be able to pre-fill forms using data that exists in the SERIMS system or the SEA data warehouse.
c. The system must be able to generate parental permission forms needed in the IEP process requiring parental permission documentation.
d. The system must include the following forms. For further reference, the following forms can be found at www.opi.mt.gov/speced.
    1) Teacher Assistance Team/Response to Intervention Documentation
    2) Child Study Team (CST)
    3) Individualized Education Program (IEP)
    4) Performance Summary
    5) Amendment of current IEP

6) Graduation form
7) Meeting notice form
8) Transfer of Parental Rights notice - Parents
9) Transfer of Parental Rights notice - Student
10) Progress Reports
11) Criterion Reference Test (CRT) Eligibility Criteria Worksheet
12) Eligibility Criteria Checklist
13) Private School Service Plan
14) Individual Health Care Plans
15) Accommodations form
16) Transition meeting form notification
17) Evaluation Plan
18) Excusal form
19) Referral form
20) Review of existing evaluation plan
21) Aversive treatment
22) Transportation form
23) Manifestation Determination Form
24) Pre-school IEP form
25) Transition IEP
26) Short-form IEP
27) Other User-Defined Forms

3.9.4 Application Functions - Describe how you will meet the following requirements.

The application should:

a. Include a confidential file notification to the user when Cumulative Files are accessed.
b. Include a method to notify persons who should be invited to CST and IEP meetings.
c Allow the user to add notes or written comments for each student.
d. Allow for the designation and tracking of pre-kindergarten students.
e. Support critical communication documentation such as notification forms to parents/guardians and other interested parties.
f. Track the timeline from receipt of parent's consent for initial evaluation to the date of the initial Child Study Team meeting determining the status of eligibility and to development of the IEP.
g. Allow the user to send a copy of the IEP or selected components of the IEP and all modifications for students served in the regular classroom to qualified persons.
h. If data entry screens appear in a format similar to a printed form, all text boxes must be expandable with the final printed document utilizing a professional appearing format. If data entry screens are not similar to the format of the printed form, then there must be an easy toggle between the data entry screen and the print-ready document.
i. Assist schools in Medicaid billing and related data collection in a HIPAA compliant manner. This assistance should provide features to streamline billing practices by providing verification of the related service(s) on the IEP, documenting progress reports required by Medicaid, tracking of services delivered, and a method to link to electronic databases for verification of the students Medicaid eligibility status.
j. All teachers must have the ability to develop, modify, and save IEP goals to an individual or group goal bank.
k. The system must provide an option for the SEA to provide a bank of state developed goals.
l. Provide user-friendly validation checks to ensure compliance with all required components.
m. Prevent archiving of documents that have not addressed errors identified in the validation process.
n. Include an option for district to document written parent approval and an option for an electronic parent approval.

3.10 VALUE-ADDED COMPONENTS

The scope of the project is to fully implement the priority components identified on pages 23-36. The OPI may elect to add one or more of the Contractor-proposed "Value-added Components" upon successful implementation of the priorities. The OPI will consider other components available from the Offeror as cost options to be considered at a later time; however the priority components must be architected such that the value-added components may be added without a re-design of the core system. The cost of these components will be considered as additives to the contract and may be purchased within the time frame of this contract as specified in Section 1.1 of this RFP. These components include, but are not limited to:

Program Participation: The ability to build on the priority components to capture additional information on student program participation to meet state and federal reporting requirements for:

- School Discipline - School Safety Information: The ability to record and report incidents of student suspensions, expulsions, crime, and violence.
- Adult Basic Education
- Career and Technical Education
- Limited English Proficiency including tracking of proficiency tests
- Gifted Education
- Advanced Placement Student Reporting
- Title I
- Homeless Student Reporting
- Tracking of teachers including qualifications/certification, teaching assignments, FTE
- District or School Level Decision Support: A capability that allows districts and schools to enter/load locally stored data in addition to state information.
- AYP Reporting
- Posting Assessment Results
- Other features to be specified by the Offeror

SECTION 4: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

4.0 STATE'S RIGHT TO INVESTIGATE AND REJECT

The State may make such investigations as deemed necessary to determine the ability of the Offeror to provide the supplies and/or perform the services specified. The State reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Offeror fails to satisfy the State that the Offeror is properly qualified to carry out the obligations of the contract. *This includes the State's ability to reject the proposal based on negative references.*

4.1 OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

In order for the State to determine the capabilities of an Offeror to provide the supplies and/or perform the services specified in Section 3 above, the Offeror must respond to the following requests for information regarding its ability to meet the State's requirements. **THE RESPONSE "(OFFEROR'S NAME)" UNDERSTANDS AND WILL COMPLY IS NOT BE APPROPRIATE FOR THIS SECTION.**

(NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.)

4.1.1 References. Offeror shall provide a minimum of four references that are using supplies and/or services of the type proposed in this RFP. The references may include state government or school districts where the Offeror, preferably within the last five years, has successfully completed and implemented a web-based data warehouse, student information system and special education records information management system. At a minimum, the Offeror shall provide the company name, the location where the supplies and/or services were provided, contact person(s), customer's telephone number, e-mail address, and a complete description of the service type, the role your company played in the implementation and support, other Offerors involved in the project, and the dates the services were provided. These references may be contacted to verify Offeror's ability to perform the contract. The State reserves the right to use any information or additional references deemed necessary to establish the ability of the Offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

4.1.2 Resumes/Company Profile and Experience. Offeror shall specify how long the individual/company submitting the proposal has been in the business of providing supplies and/or services similar to those requested in this RFP and under what company name. Offeror should provide a complete description of any relevant past projects, including the supply/service type and dates the supplies and/or services were provided. A resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract. Key personnel are the Offeror's project manager(s), and any people who will be directly involved with OPI staff in the installation, implementation, testing, training, and technical assistance functions.

Offerors must have successfully implemented at least one state-level SIS and have a successful record of accomplishing projects of this magnitude. Factors taken into consideration include the Offeror's:

- Experience with managing, developing, and deploying systems for state and/or local government or school districts
- History of customer satisfaction, particularly in the area of responsiveness
- Availability of personnel with the required skills and experience
- The Offeror must be a member of the Schools Interoperability Framework (SIF) www.sifinfo.org.

4.1.3 Method of Providing Services. Offeror shall provide a description of a work plan and the methodologies and tools to be used that will convincingly demonstrate to the State what the Offeror intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished to meet the contract requirements as more specifically detailed above in Section 3. Offeror must specifically address each of the following requirements as defined in this RFP:

- Training plan
- Testing the program
- Help desk support
- Internal milestones
- Task durations
- SEA involvement
- Pilot test
- How upgrades will be addressed
- How software upgrades are managed and priced
- How customer requests for system modifications will be handled
- How bug fixes and software errors are reported and resolved
- Indicate if upgrades are included in software maintenance or an annual service agreement

If Offeror plans on using any subcontractors for this project, please provide a list of those subcontractors and their contact information.

SECTION 5: COST PROPOSAL

5.0 Cost Proposal

The Montana Office of Public Instruction has a total of $2.3 million available for the data warehouse, student information system, and special education records information management system. Funds for this project will come from both state and federal budgets. Based on this information, please submit your cost proposal and proposed payment method. Any Offeror who exceeds this amount may be found to be non-responsive and removed from further consideration.

OPI requires that the Offeror clearly identify all costs that are included in this proposal. The costs must be broken out into meaningful categories to include:

- **Base System Cost** – The cost of all components in section 3 of this RFP except the value added components of the system including system customization costs (the cost of customization needed for each of the components). It is assumed that updates to documentation and user manuals are included and accounted for within the customization pricing.
- **Budgetary Pricing** – The Offeror must provide a standard rate sheet for direct labor (all-inclusive) and any other direct rates that may be used to estimate costs associated with any additional work scope that may be required.
- **Annual Maintenance** – Costs to maintain the customized base system after acceptance, to include system upgrades and enhancements.
- **Cost Options** – The Offeror's cost for each value added (separately listed additives) component. OPI may exercise all cost options as a whole or in part.

Costs must be all-inclusive, to include Contractor travel and other incidental costs.

SECTION 6: EVALUATION PROCESS

6.0 BASIS OF EVALUATION

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on the criteria outlined in section 2.3.5 of this RFP.

The **Scope of Project, References, Resumes/Company Profile and Experience, Ability to Meet Supply Specifications, and Method of Providing Services** portions of the offer will be evaluated based on the following Scoring Guide. The **Cost Proposal** will be evaluated based on the formula set forth on page 43.

Any response that fails to achieve a passing score per the requirements of Section 2.3.5 will be eliminated from further consideration. A "fail" for any individual evaluation criteria may result in proposal disqualification at the discretion of the procurement officer.

SCORING GUIDE

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

Superior Response (95-100%): A superior response is a highly comprehensive, excellent reply that meets all of the requirements of the RFP. In addition, the response covers areas not originally addressed within the RFP and includes additional information and recommendations that would prove both valuable and beneficial to the agency.

Good Response (85-94%): A good response meets all the requirements of the RFP and demonstrates in a clear and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

Fair Response (60-84%): A fair response minimally meets most requirements set forth in the RFP. The Offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

Failed Response (0-59%): A failed response does not meet the requirements set forth in the RFP. The Offeror has not demonstrated sufficient knowledge of the subject matter.

6.1 EVALUATION CRITERIA

6.1.1 References			Pass/Fail
	Category	**Section of RFP**	**Point Value**
A.	References (Complete Contact Information Provided)	4.1.1	Pass/Fail

6.1.2 Resumes/Company Profile and Experience		5% of points for a possible 250 points	
	Category	**Section of RFP**	**Point Value**
A.	Years of Experience	4.1.2	50
B.	Past Projects	4.1.2	125
C.	Staff Qualifications	4.1.2	75

6.1.3 Ability to Meet Supply Specifications		40% of points for a possible 2,000 points		
	Category	**Section of RFP**		**Point Value**
A.	General Requirements	3.1		40
B.	Secure Transfer and Exchange of Data over the Internet	3.2		Pass/Fail
C.	Web-based Data Loading and Data Entry	3.3		160
D.	Usability Requirements	3.4		200
E.	Technology Requirements	3.5		**300 Total**
	· Environment	3.5.1		Pass/Fail
	· Component Interoperability	3.5.2	40	
	· Operations/Capacity	3.5.3	100	
	· Security	3.5.4		Pass/Fail
	· Software Support	3.5.5	100	
	· Project Management	3.5.6	60	
F.	Training Requirements	3.6		100
G.	Data Warehouse	3.7		**400 Total**
	· Decision Support	3.7.1	100	
	· Ad-hoc Data Analysis (OLAP)	3.7.2	100	
	· Data Storage Functionality	3.7.3	100	
	· Reporting	3.7.4	100	
H.	Student Information System (SIS)	3.8		**400 Total**
	· Student Identifier	3.8.1	300	
	· Student Information System Data Elements	3.8.2	100	
I.	SERIMS	3.9		**400 Total**
	· Student Information	3.9.1	50	
	· Reports	3.9.2	50	
	· Forms	3.9.3	125	
	· Application Functions	3.9.4	175	

J.	Value-Added Components	3.10	Not Scored

Value-Added Components will not be included in the final score. However, the cost of these items will be taken into consideration when the final contract is awarded, depending on the availability of funds.

6.1.4 Method of Providing Services		**10% of points for a possible 500 points**
Category		**Section of RFP**	**Point Value**
A.	Methods	4.1.3	188
B.	Work Plan	4.1.3	312

6.1.5 Product Demonstration		**25% of points for a possible 1250 points**
Category		**Section of RFP**	**Point Value**

Evaluation criteria will be provided to those top five Offerors who meet the requirements of section 2.3.5 of this RFP.

6.1.6 Cost Proposal		**20% of points for a possible 1000 points**
Category		**Section of RFP**	**Point Value**
A.	Cost Proposal	5.0	1,000

Lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. Example: Total possible points for cost is 30. Offeror A's cost is $20,000. Offeror B's cost is $30,000. Offeror A would receive 30 points, Offeror B would receive 20 points ($20,000/$30,000) = 67% x 30 points = 20).

$$\frac{\text{Lowest Responsive Offer Total Cost}}{\text{Offer Total Cost}} \times \text{Number of available points} = \text{Award Points}$$

6.2 DEMONSTRATION INFORMATION

6.2.1 The Offeror's product demonstration will be held at the OPI office located at 1227 11th Avenue in Helena, Montana. All other costs, including, travel, equipment, supplies, communication needs, etc., are the responsibility of the Offeror.

6.2.2 The Offeror must, after acceptance and invitation to interview, provide the State with nine paper copies of any presentation materials (not to exceed 50 pages). The State reserves the right to ask questions throughout this presentation.

6.2.3 The Offeror cannot bring up any issues or exceptions to the RFP that were not raised in the formal written question and answer period.

6.2.4 Following the demonstration, the State may assemble a list of written follow-up questions to be delivered to the Offeror's primary contact. The Offeror will then have five business days to respond. The Offeror's response may then be rescored based on the answers to the written questions.

APPENDIX A: STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The Contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The Contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subContractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the Contractor's expense.

DEBARMENT: The Contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/Offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/Offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subContractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All Contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see http://www.mt.gov/doa/gsd/procurement/reciprocalpreference.asp.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at http://www.sos.state.mt.us.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the Contractor, terminate the contract in whole or in part at any time the Contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313(4).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The Contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

APPENDIX B: INFORMATION TECHNOLOGY CONTRACT

1. Parties
2. Effective Date, Duration and Renewal
3. Cost/Price Adjustments
4. Services and/or Supplies
5. Consideration/Payment
6. Access and Retention of Records
7. Assignment, Transfer and Subcontracting
8. Hold Harmless/Indemnification
9. Limitation of Liability
10. Required Insurance
11. Compliance with Workers' Compensation Act
12. Compliance with Laws
13. Intellectual Property/Ownership
14. Patent and Copyright Protection
15. Contract Performance Assurance
16. Contract Oversight
17. Contract Termination
18. Event of Breach – Remedies
19. Waiver of Breach
20. State Personnel
21. Contractor Personnel
22. Meetings and Reports
23. Contractor Performance Assessments
24. Transition Assistance
25. Choice of Law and Venue
26. Scope, Amendment and Interpretation
27. Execution

Data Warehouse (DW), Student Information System (SIS), and Special Education Records Information Management System (SERIMS)
(CONTRACT NUMBER)

1. PARTIES

THIS CONTRACT, is entered into by and between the State of Montana, Montana Office of Public Instruction, (hereinafter referred to as "the State"), whose address and phone number are 1227 11th Avenue, Helena, MT 59620-2501, (406) 444-4404 and **(insert name of Contractor)**, (hereinafter referred to as the "Contractor"), whose address and phone number are **(insert address)** and **(insert phone number)**.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect on March 8, 2006, **(or upon contract execution)** and terminate on June 30, 2007, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

2.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in two year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not to exceed a total of six years, at the option of the State.

3. COST/PRICE ADJUSTMENTS

3.1 Price Adjustments Negotiated Based on Changes in Contractor's Costs. Price adjustments may be permitted at the time of contract renewal through a process of negotiation with the Contractor and the State. Any price increases must be based on demonstrated industry-wide or regional increases in the Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

4. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to the State the following **(insert a detailed description of the supplies, services, etc., to be provided to correspond to the requirements specified in Section 3, Scope of Project)**.

5. CONSIDERATION/PAYMENT

5.1 Payment Schedule. In consideration for the Student Information System (SIS), Special Education Records Information Management System (SERIMS), and data warehouse (DW) to be provided, the State shall pay according to the following schedule: **(insert pay schedule)**.

5.2 Withholding of Payment. The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

6. ACCESS AND RETENTION OF RECORDS

6.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.)

6.2 Retention Period. The Contractor agrees to create and retain records supporting the Student Information System (SIS), Special Education Records Information Management System (SERIMS), and data warehouse (DW) for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

7. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subContractors or agents and of persons directly or indirectly employed by such subContractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subContractor and the State.

8. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subContractors, except the sole negligence of the State, under this agreement.

9. LIMITATION OF LIABILITY

Except for damages caused by injury to persons or tangible property, or related to defending intellectual property provided under the contract, the Contractor's liability for contract damages is limited to direct damages.

10. REQUIRED INSURANCE

10.1 General Requirements. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subContractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

10.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

10.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of $1,000,000.00 per occurrence and $2,000,000.00 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subContractors.

10.4 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

10.5 Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of $500,000 per person (personal injury), $1,000,000 per accident occurrence (personal injury), and $100,000 per accident occurrence (property damage), OR combined single limits of $1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subContractors.

10.6 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

10.7 Specific Requirements for Professional Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of $1,000,000.00 per occurrence and $2,000,000.00 aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subContractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

10.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

10.9 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

11. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent Contractor's exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

12. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subContractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

13. INTELLECTUAL PROPERTY/OWNERSHIP

13.1 Mutual Use. All patent and other legal rights in or to inventions created in whole or in part under this contract must be available to the State for royalty-free and nonexclusive licensing. Unless otherwise specified in a statement of work, both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this contract including all deliverables and other materials, products, modifications developed or prepared for the State by Contractor under this contract or any program code, including site related program code, created, developed or prepared by Contractor under or in support of the performance of its obligations hereunder, including manuals, training materials and documentation (the "work product").

13.2 Title and Ownership Rights. The State shall retain title to and all ownership rights in all data and content, including but not limited to multimedia or images (graphics, audio and video), text and the like provided by the State (the "content"), but grants Contractor the right to access and use content for the purpose of complying with its obligations under this contract and any applicable statement of work.

13.3 Ownership of Work Product. Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as the State may reasonably request, to perfect the State's ownership of any work product.

13.4 Copy of Work Product. Contractor shall, at no cost to the State, deliver to the State, upon the State's request during the term or at the expiration or termination of all or part of Contractor's performance hereunder, a current copy of all work product (including the source code) in the form and on the media in use as of the date of the State's request, or as of such expiration or termination, as the case may be.

13.5 Ownership of Contractor Information. Techniques, sub-routines, algorithms and methods or rights thereto owned by Contractor at the time this contract is executed and employed by Contractor in connection with the services provided to the State (the "Contractor information") shall be and remain the property of Contractor. The Contractor must provide full disclosure of any Contractor information to the State prior to its use and prove its ownership. Contractor grants to the State a perpetual, irrevocable, royalty free, unrestricted right to use, modify, transfer and maintain the Contractor information. Except as otherwise provided for in Section 13.3 or as may be expressly agreed in any statement of work, Contractor shall retain title to and ownership of any hardware provided by Contractor.

14. PATENT AND COPYRIGHT PROTECTION

14.1 Third Party Claim. In the event of any claim by any third party against the State that the products furnished under this contract infringe upon or violate any patent or copyright, the State shall promptly notify Contractor. Contractor shall defend such claim, in the State's name or its own name, as appropriate, but at Contractor's expense. Contractor will indemnify the State against all costs, damages and attorney's fees that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

14.2 Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State will determine if the Contract has been breached.

15. CONTRACT PERFORMANCE ASSURANCE

15.1 Milestone Payments. Payments to the Contractor will be based on completion and acceptance of each milestone defined below.

15.2 Payment Holdbacks. ___ % will be withheld from each milestone payment. The total amount withheld will be paid to the Contractor at the completion and acceptance of the final milestone.

Milestone/Deliverable	Hold Back	Payment % of Total
Milestone 1:	20% of approved invoice	10%
Milestone 2:	20% of approved invoice	25%
Milestone 3:	20% of approved invoice	20%
Milestone 4:	20% of approved invoice	20%
Milestone 5:	20% of approved invoice	25%
Final Acceptance		100%

15.3 Contract Performance Security – All Forms Accepted.

The Contractor must provide contract performance security based upon **25%** of the contract total.

The contract performance security must be provided by the Contractor in one of the following forms, within 10 working days from the Request for Documents Notice. ONLY THE FOLLOWING TYPES OF SECURITY ARE ACCEPTABLE AND MUST BE IN ORIGINAL FORM. FACSIMILE, ELECTRONIC, OR PHOTOCOPIES ARE NOT ACCEPTABLE.

- a sufficient bond from a surety company licensed in Montana with a Best's rating of no less than A- and supplied on the State of Montana's designated form found at http://www.mt.gov/doa/gsd/procurement/forms.asp and entitled "Contract Performance Bond"; or
- lawful money of the United States; or
- an irrevocable letter of credit from a single financial institution and supplied on the State of Montana's designated form found at http://www.mt.gov/doa/gsd/procurement/forms.asp and entitled "Irrevocable Letter of Credit"; or
- a cashier's check, certified check, bank money order, bank draft, certificate of deposit, or money market certificates drawn or issued by a federally or state-chartered bank or savings and loan association that is insured by or for which insurance is administered by the FDIC or that is drawn and issued by a credit union insured by the national credit union share insurance fund. Certificates of deposit or money market certificates will not be accepted as security for bid, proposal or contract security unless the certificates are assigned only to the State. All interest income from these certificates must accrue only to the Contractor and not the State.
- personal or business checks are not acceptable.

See Title 18, chapter 4, part 3, MCA, Title 30, chapter 5, MCA, and ARM 2.5.502.

This contract performance security must remain in effect for the entire term of the contract. A new surety bond or irrevocable letter of credit must be issued to the State of Montana if this contract is renewed.

The contract performance security has been provided to the following address: State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135.

16. CONTRACT OVERSIGHT

16.1 CIO Oversight. The Chief Information Officer (CIO) for the State of Montana, or designee, may perform contract oversight activities. Such activities may include the identification, analysis, resolution, and prevention of deficiencies that may occur within the performance of contract obligations. The CIO may require the issuance of a right to assurance or the issuance of a stop work order.

16.2 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the State may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the State's option, be the basis for terminating the contract under the terms and conditions or other rights and remedies available by law or provided by the contract.

16.3 Stop Work Order. The State may, at any time, by written order to the Contractor, require the Contractor to stop any or all parts of the work required by this contract for the period of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The State Project Manager shall make the necessary adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

17. CONTRACT TERMINATION

17.1 Termination for Cause. The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform the contract pursuant to Section 18, Event of Breach – Remedies.

17.2 Bankruptcy or Receivership. Voluntary or involuntary Bankruptcy or receivership by Contractor may be cause for termination.

17.3 Non-Compliance with Department of Administration Requirements. The Department of Administration pursuant to section 2-17-514, MCA, retains the right to cancel or modify any contract, project or activity that is not in compliance with the Department's Plan for Information Technology, the State Strategic Plan for Information Technology, or any Statewide IT policy or standard in effect as of the date of contract signing.

17.4 Reduction of Funding. The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313(4)).

18. EVENT OF BREACH – REMEDIES

18.1 Event of Breach. Any one or more of the following acts or omissions of the Contractor shall constitute an event of breach:

a. products or services furnished by the Contractor fail to conform to any requirement of the contract, or

b. failure to submit any report required hereunder; or

c. failure to perform any of the other covenants and conditions of the contract, including beginning work under this contract without prior Department of Administration approval.

18.2 State's Actions in Event of Breach. Upon the occurrence of any event of breach, the State may take any one, or more, or all, of the following actions:

a. give the Contractor a written notice specifying the event of breach and requiring it to be remedied within, in the absence of a greater or lesser specification of time, 30 days from the date of the notice; and if the event of breach is not timely remedied, terminate this contract upon giving the Contractor notice of termination;

b. give the Contractor a written notice specifying the event of breach and suspending all payments to be made under this contract and ordering that the portion of the contract price, which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the event of breach, shall never be paid to the Contractor;

c. set off against any other obligation the State may owe to the Contractor any damages the State suffers by reason of any event of breach; or

d. treat the contract as materially breached and pursue any of its remedies at law or in equity, or both.

19. WAIVER OF BREACH

No failure by the State to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other breach on the part of the Contractor.

20. STATE PERSONNEL

20.1 State Contract Manager. The State Contract Manager identified below is the State's single point of contact and will perform all contract management pursuant to section 2-17-512, MCA, on behalf of the State. Written notices, requests, complaints or any other issues regarding the contract should be directed to the State Contract Manager.

The State Contract Manager for this contract is:

(Name):
(Address):
(City, State, ZIP):
(Telephone #):
(Cell Phone #):
(Fax #):
(E-mail):

20.2 State Project Manager. The State Project Manager identified below will manage the day-to-day project activities on behalf of the State.

The State Project Manager for this contract is:

(Name):
(Address):
(City, State, ZIP):
(Telephone #):
(Cell Phone #):
(Fax #):
(E-mail):

21. CONTRACTOR PERSONNEL

21.1 Identification/Substitution of Personnel. The personnel identified or described in the Contractor's proposal shall perform the services provided for the State under this contract. Contractor agrees that any personnel substituted during the term of the contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The State reserves the right to approve Contractor personnel assigned to work under the contract, and any changes or substitutions to such personnel. The State's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve the Contractor to perform and be responsible for its obligations under this Contract. The State reserves the right to require Contractor personnel replacement. In the event that Contractor personnel become unavailable, it will be the Contractor's responsibility to provide an equally qualified replacement in time to avoid delays to the work plan.

21.2 Contractor Contract Manager. The Contractor Contract Manager identified below will be the single point of contact to the State Contract Manager and will assume responsibility for the coordination of all contract issues under this contract. The Contractor Contract Manager will meet with the State Contract Manager and/or others necessary to resolve any conflicts, disagreements, or other contract issues.

The Contractor Contract Manager for this contract is:

(Name):
(Address):
(City, State, ZIP):
(Telephone #):
(Cell Phone #):
(Fax #):
(E-mail):

21.3 Contractor Project Manager. The Contractor Project Manager identified below will manage the day-to-day project activities on behalf of the Contractor:

The Contractor Project Manager for this contract is:

(Name):
(Address):
(City, State, ZIP):
(Telephone #):
(Cell Phone #):
(Fax #):
(E-mail):

22. MEETINGS AND REPORTS

22.1 Technical or Contractual Problems. The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. Failure to participate in problem resolution meetings or failure to make a good faith effort to resolve problems may result in termination of the contract.

22.2 Progress Meetings. During the term of the contract, the State's Project Manager will plan and schedule progress meetings with the Contractor to discuss the progress made by the Contractor and the State in the performance of their respective obligations. These progress meetings will include the State Project Manager, the Contractor Project Manager, and any other additional personnel involved in the performance of the contract as required. At each such meeting, the Contractor shall provide the State with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the State to perform its obligation under the contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

22.3 Failure to Notify. In the event Contractor fails to specify in writing any problem or circumstance with respect to the period during the term covered by Contractor's status report, it shall be conclusively presumed for purposes of this contract that no such problem or circumstance arose during such period, and Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for either claiming it is entitled to receive any amount (including without limitation damages or additional charges arising out of a breach by the State of any State obligation) with respect to any of Contractor's obligations hereunder in excess of those previously agreed to; or failing to complete any of Contractor's obligations hereunder. Submission by Contractor of the status reports shall not alter, amend or modify Contractor's or the State's rights or obligations pursuant to any provision of this Contract.

22.4 State's Failure or Delay. For a problem or circumstance identified in the Contractor's status report in which Contractor claims was the result of the State's failure or delay in discharging any State obligation, the State shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the State agrees as to the cause of such problem or circumstance, then the Parties shall extend any deadlines or due dates affected thereby, and provide for any additional charges by Contractor. If the State does not agree as to the cause of such problem or circumstance, the Parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both Parties.

23. CONTRACTOR PERFORMANCE ASSESSMENTS

23.1 Assessments. The State may do assessments of the Contractor's performance. Contractors will have an opportunity to respond to assessments, and independent verification of the assessment may be utilized in the case of disagreement.

23.2 Record. Completed assessments may be kept on record at ITSD and may serve as past performance data. Past performance data will be available to assist agencies in the selection of IT service providers for future projects. Past performance data may also be utilized in future procurement efforts.

24. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

25. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

26. SCOPE, AMENDMENT AND INTERPRETATION

26.1 Contract. This contract consists of **(insert number)** numbered pages, any attachments as required, RFP #06-1203O**,** as amended and the Contractor's RFP response in part or as a whole as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

26.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

27. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

OFFICE OF PUBLIC INSTRUCTION
1227 11th AVENUE
HELENA, MT 59620-2501

(INSERT CONTRACTOR'S NAME)
(Insert Address)
(Insert City, State, Zip)

BY:_____ (Name/Title)

BY:_____ (Signature)

DATE:_____

BY:_____ (Name/Title)

BY:_____ (Signature)

DATE:_____

Approved as to Legal Content:

_____
Legal Counsel (Date)
Agency: _____

Approved as to Form:

_____
Procurement Officer (Date)
State Procurement Officer

Chief Information Officer Approval:

The Contractor is notified that pursuant to section 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

_____
Chief Information Officer (Date)
Department of Administration

APPENDIX 1: WEB SITES

Please refer to the following web sites for more information regarding topics address in the RFP.

2005 AYP Report	http://www.opi.mt.gov/AYP/Index.html
Annual Data Collection	http://www.opi.mt.gov/adc/Index.html
CSPD Regions	http://www.opi.mt.gov/CSPD/Index.html
Dropout Reports	http://www.opi.mt.gov/PDF/Measurement/rptHsDropoutByReo2004.pdf
Enrollment Reports	http://www.opi.mt.gov/PDF/Measurement/EnrollBook2005.pdf
FERPA	http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html
Free and Reduced Lunch Participation Report	http://www.opi.mt.gov/PDF/Measurement/rptFreeReducedBySchool2005.pdf
Graduate Reports	http://www.opi.mt.gov/PDF/Measurement/rptHsCompleteGradRate2004.pdf
HIPAA	http://www.cms.hhs.gov/hipaa/
OPI Web Site	http://www.opi.mt.gov/
Schools Interopability Framework	www.sifinfo.org
Section 508 of Rehabilitation Act of 1973	http://www.section508.gov/index.cfm?FuseAction=Content&ID=14
Special Education Annual Performance Report	www.opi.mt.gov/speced
Special Education Child Count	www.opi.mt.gov/speced
Special Education Forms	www.opi.mt.gov/speced
State of Montana Accessibility Policy	http://www.state.mt.us/discover/disclaimer.asp#accessibility
State of Montana Records Management Policy	http://sos.state.mt.us/css/RMB/Contents.asp
State of Montana Security Policies	http://www.state.mt.us/itsd/policy/enterprise.asp

APPENDIX 2: DISABILITY CATEGORIES FOR IDEA ELIGIBLE STUDENTS

Autism

Cognitive Delay

Developmental Delay

Specific Learning Disability

Other Health Impairment

Traumatic Brain Injury

Deaf-Blindness

Emotional Disturbance

Hearing Impairment

Deafness

Orthopedic Impairment

Speech-Language Impairment

Visual Impairment

APPENDIX 3: CURRENT SEA HARDWARE CONFIGURATION AND ARCHITECTURE

Production Web Server

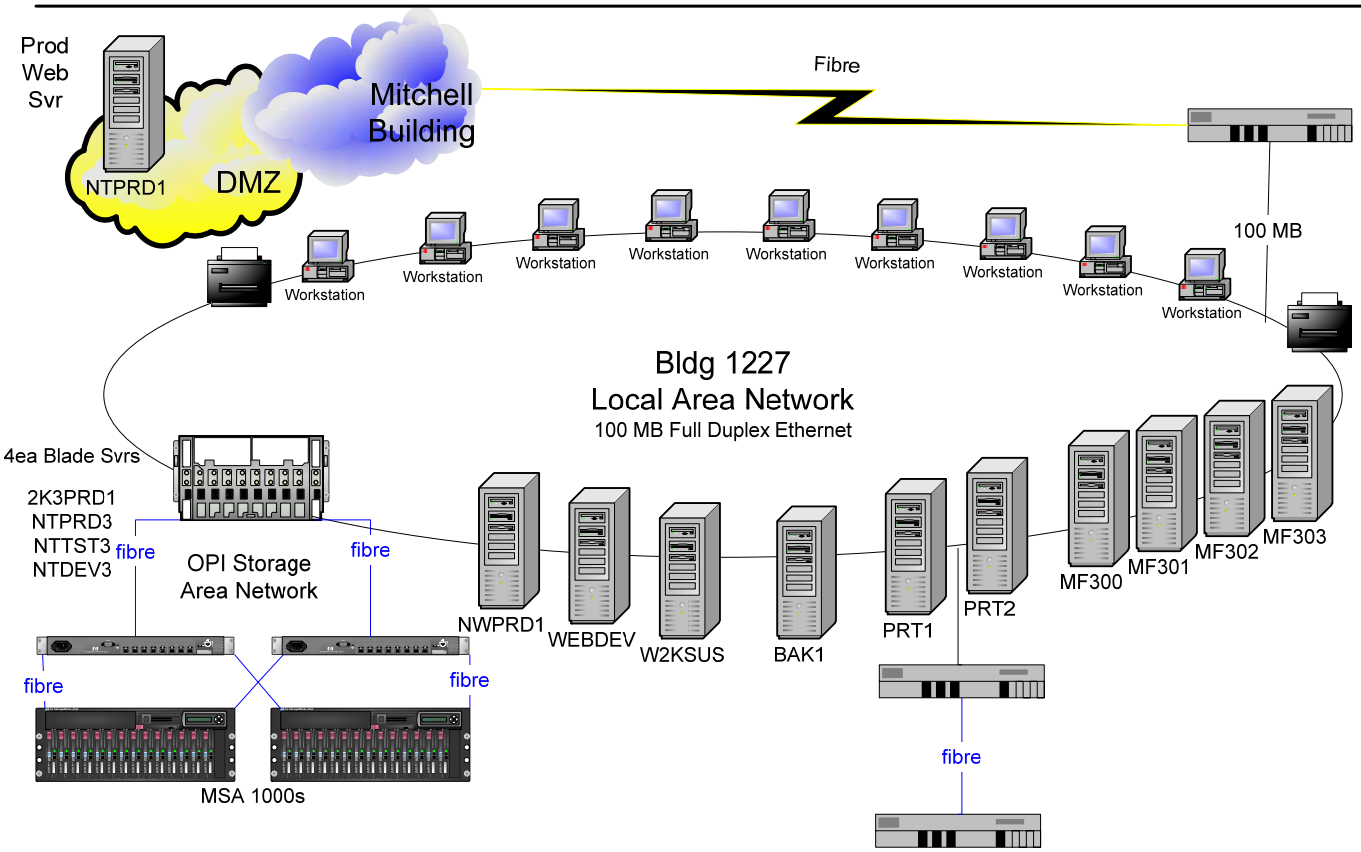
HP Proliant DL140 G2
1 2.8 GHz Xeon processor
2 GB Ram

SQL Server Configuration

OPIHLNNTPRD3

Production-SQL 2000 HP BL20P G3 blade server
2 3.2 GHz Xeon processors
3.5 GB RAM
Currently using 13.5 GB for data storage
Currently using 1.56 GB for logs
Currently 74 GB free for data storage
Currently 37 GB free for SQL logs

NETWORK ARCHITECTURE DIAGRAM



APPENDIX 4: PROJECT MANAGER STATUS REPORT
Revised 17 March 2005

Use

This template is for use on any size project for the management and reporting of periodic project status. Use of this template is mandatory for projects that are monitored by the Project Management Office. For projects not monitored by the PMO use of this form is highly recommended for consistency.

This report should be reviewed with appropriate staff, stakeholders and sponsors upon its generation.

Purpose

This form is intended to give project sponsors an orderly and concise overview of the current status of the project. It is also designed to document the acknowledgement and acceptance of this information by the project sponsor. The report can be used further as part of the communications plan to keep all stakeholders up to date on the project's progress. However, the primary purpose of this report is to provide a management oversight mechanism. The structured nature of this document should allow anyone to quickly ascertain the ability of the project to;

- Accomplish tasks
- Achieve milestones
- Deliver deliverables
- Stay within budget
- Manage human resources
- Identify and mitigate risk
- Identify and handle issues
- Track and manage change

Additionally, this report is the primary means of PMO oversight for monitored projects

Periodicity

The periodicity of this report is entirely dependent upon the size and scope of the project. Project status report periodicity should be spelled out in the project charter.

Section A - General

This section contains general information about the project and the progress report itself. The Accepted ***By*** field should be adapted to allow acknowledgement by all project sponsors or their designated representatives.

Section B - Project Summary

Current Status should be set according to the standard definitions:

- Project status is Green = On time and within budget and no roadblocks are seen.
- Project status is Yellow = On time and within budget but roadblocks are seen – or off timeline but will be corrected by next period.
- Project status is Red = Off timeline or external budget - or major milestone is in jeopardy.

In the box below current status the report preparer should seek to summarize the information in following pages in a concise, executive summary format. The summary should not exceed two to three paragraphs at most.

Section C - Activity Progress

The activity status section should contain summary information for all WBS tasks according to the sections specified. It is important that only planned activities which fall into one of the categories specified be included in the report. Too many times progress status reports are filled with information about ongoing activities. This defeats the purpose of the progress report, which is to identify the health of the project. Health is not determined by activity, but rather by the accomplishment of activities as planned or ahead of schedule.

NOTE: Additional lines can be added to any table by placing your cursor at the end of the table and hitting the enter key, or by right clicking upon the table and selecting "Insert Rows".

Work Started on or Ahead of Schedule– this subsection identifies milestones, deliverables and tasks which were started in the time period covered by the report according to or ahead of schedule. ID is the internal WB for the task. Planned is the planned start date and actual is the actual start date.

Work Finished on or Ahead of Schedule– this subsection identifies milestones, deliverables and tasks which were supposed to be completed in the time period covered by the report and which were completed according to plan or ahead of plan. ID is the internal WBS or deliverable control number for the item. The Milestone, Deliverable, or Task section contains the internal designation (title) of the activity or deliverable. Planned is the originally planned

Work Not Started or Not Finished According to Schedule – this subsection identifies milestones, deliverables and tasks which were supposed to start or be completed in the time period covered by the report and which were not. ID is the internal WBS or deliverable control number for the item. The Milestone, Deliverable, or Task section contains the internal designation (title) of the activity or deliverable. Planned is the originally planned start of finish date Projected/Actual is the projected or actual date of start or completion (dates after the closing date of the report are projections as they are dates in the future, dates before the closing date of the report are actuals).

Section D - Finances

The Finances section of the report is designed to provide an up-to-date financial representation of the project.

Section E - Resources

The Resources section of the report is designed to provide notification of personnel changes to the project. Member is the team member name. Change is the description of the change or issue. Mitigation is the actions taken to mitigate the issue. Impact is the impact to the project High, Medium, or Low (H,M,L). Plan Updated should be the date that the plan was updated to reflect the changes/issues indicated and their mitigation. RAM updated is the date that the Responsibility Assignment Matrix (RAM) was updated to reflect the changes (NA can be used to note that a change to the RAM is Not Applicable).

Section F - Issues

Issue scoreboard – the issue scoreboard is a running tally of closed and open action items and defects for the reporting period and for the project to date. This number is extremely useful for gauging project control and volatility.

This section is used to identify issues (defects or action items), which have either been opened or closed during the reporting period. ISSID is the unique ID Number assigned to the issue. Type is ACT for action item or DEF for defect. Status should be either OPEN or CLOSED. Title is the title for the issue. It is possible that an Issue arises and is closed before the reporting period closes. In this case the Issue would be reported with a status of closed. If a new issue surfaces and is not closed before the reporting period then it should be reported as a new issue with a status of open. This issue should not be reported again in the progress report until it is closed.

Section G - Risk

The Risk section is used for identifying changes to different risk items and or the identification of new risks to a project. The RISKID is the unique identifier for the risk. The status is the status of the risk identified, NEW, CHANGED, or REMOVED. The title is the title of the risk. Prob is a percentage probability that the identified risk will occur. Impact is the possible impact that this risk would have upon the project High, Moderate, or Low (H,M,L). Plan updated is the date that the Risk Management plan was updated to reflect the change indicated.

Section H – Change Requests

Change Request scoreboard – the Change Request scoreboard is a running tally of pending, accepted and rejected change requests for the reporting period and for the project to date. These numbers are extremely useful for gauging project control and volatility.

This section is used to identify change requests, which have either been presented, accepted or rejected during the reporting period. ISSID is the unique ID Number assigned to the change request. Status should be PND for new change requests which have not had a determination made by the end of the reporting period. APP designates change requests that have been approved during the reporting period regardless of when they were first created and REJ indicates change requests that were rejected during the reporting period.

State of Montana
Project Manager Status Report

A. General

Project Name: ***Date:***

Controlling Agency: ***Accepted By:***

Prepared by: ***Accepted Date:***

Reporting Period: ***From:*** ***To:*** ***Est. Comp. Date:***

B. Project Summary

Current Status: (Green, Yellow, Red)

Give a brief summary of the data that is found in the rest of this report.

C. Activity Progress

Work Started on or Ahead of Schedule

ID	Task	Planned	Actual

Work Finished on or Ahead of Schedule

ID	Milestone	Planned	Actual

ID	Deliverable	Planned	Actual

ID	Task	Planned	Actual

Work Not Started or Not Finished According to Schedule

ID	Unreached Milestones	Planned	Projected / Actual

ID	Unfinished Deliverables	Planned	Projected / Actual

ID	Unstarted Tasks	Planned	Projected / Actual

ID	Unfinished Tasks	Planned	Projected / Actual

D. Finances

Original Project Budget Estimate: ☐ ***Revised Budget Estimate:*** ☐

	Planned (to date)	**Actual (to date)**
Project Costs		
Invoiced		
Paid		

E. Resources

Staff Changes

Member	Change	Mitigation	Impact	Plan Updated	RAM Updated

F. Issues

	Issues for Project to Date		New Issues This Period	
	Open	Closed	Open	Closed
Defect				
Action Item				

New Issues This Period				
ISSID	**TYPE**	**STATUS**	**TITLE**	**Comments**

G. Risk

Changes / Additions to Risk					
RISKID	**STATUS**	**TITLE**	**Prob**	**Imp**	**Plan Updated**

H. Change Requests

Change Requests Project to Date			Change Requests This Period		
Pending	Accepted	Rejected	Pending	Accepted	Rejected

New Requests This Period			
REQID	**STATUS**	**TITLE**	**Comments**

APPENDIX 5: PROJECT MANAGER STATEMENT OF WORK

[Statement of Work Template: The details of the specific sServices, project or tasks should be negotiated by the Purchasing Agency and the Contractor and memorialized in this Statement of Work (SOW).]

Statement of Work

[Insert Date]

[Insert Project Name]

[Agency]

[Contractor]

Statement of Work

Project Title

[Insert Project Title]

This work is being performed under the [insert contract name] for [describe acquisition].

This Statement of Work (SOW) is made and entered by and between [Purchasing Agency] and [Contractor]. This SOW incorporates by reference the terms and conditions of Contract Number [XXX-XXX-XXX] in effect between the State and [Contractor]. In case of any conflict between this SOW and the Contract, the Contract shall prevail. The Agency and Contractor agree as follows:

Project Manager – Contractor

The Contractor's Project Manager is:

Name:
Address:
City:
State & Zip
Phone:
Cell:
Fax:
Email:

Project Manager – Agency

The Agency's Project Manager is:

Name:
Address:
City:
State & Zip
Phone:
Cell:
Fax:
Email:

Project/Task Objectives and Requirements

[Describe in detail the project or task objectives and requirements.]

Scope of Work, Deliverables and Acceptance Criteria

Contractor shall provide Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
[Describe in detail what work Contractor will perform. Identify all tasks, work elements and objectives of the SOW, and timeline for completion of the major elements of the project.]

Contractor shall produce [describe in detail what deliverables Contractor will produce].

The following criteria will be used by the Agency to determine acceptance of the services and/or deliverables provided under this SOW.
[Describe in detail acceptance criteria and service levels expected]

Timeline and Period of Performance

The period of performance for this project will start on [start date] and the work tasks are estimated to continue through [end date]. The State has the right to extend or terminate this SOW at its sole discretion.

Compensation and Payment

Agency shall pay Contractor an amount not to exceed [_____] dollars ($___) [specify maximum dollar amount] for the performance of all activities necessary for or incidental to the performance of work as set forth in this SOW. [Contractor's compensation for services rendered shall be based on Contractor's Prices as set forth in the *Contract, RFP, Proposal or other document* if applicable]. Authorized Services and Price List as follows:

[List detail of compensation to be paid, e.g., hourly rates, number of hours per task, unit prices, cost per task, cost per deliverable, etc.]

[Expenses are optional. Travel costs are the most common reimbursable expense. If no travel is expected, insert a statement to that effect, e.g. "All activities are expected to take place in the greater (fill in location) area, thus no travel expenses are expected or authorized." If Agency agrees to reimburse travel costs, include the following language.]

Agency shall reimburse Contractor for travel and other expenses as identified in this SOW, or as authorized in writing, in advance by Agency. No payment of travel expenses will be made to Contractor for routine travel to and from Agency's location. Contractor shall provide a detailed itemization of expenses as requested by Agency. The amount reimbursed to Contractor is included in calculating the "not to exceed" amount specified above.

[If Contractor will be reimbursed for any other expenses, describe them and any cost limits in this section.]

Contractor Staff, Roles and Responsibilities

[Identify Contractor staff who will be involved, naming individuals key to the project, and describe in detail their roles and responsibilities.]

Agency Staff, Roles and Responsibilities

[Identify Agency staff who will be involved and describe in detail their roles and responsibilities.]

Contractor Performance Assessments

Assessments. The State may do assessments of the Contractor's performance. Contractors will have an opportunity to respond to assessments, and independent verification of the assessment may be utilized in the case of disagreement.

Record. Completed assessments may be kept on record at ITSD and may serve as past performance data. Past performance data will be available to assist agencies in the selection of IT service providers for future projects. Past performance data may also be utilized in future procurement efforts.

Additional Terms and Conditions Specific to this SOW

[State additional terms and conditions specific to this SOW not found in Contract, if any.]

Execution/Signature Block

In Witness Whereof, the parties hereto, having read this SOW [Project Name] to Contract Number [XXX-XXX-XXX] in its entirety, do agree thereto in each and every particular.

Approved	Approved
[Agency]	[Contractor]
Signature	Signature
Print or Type Name	Print or Type Name
Title Date	Title Date